

MEMBER  
CERTIFICATE OF COVERAGE

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INDIVIDUAL SAVINGS PLAN  
Marketplace



VANTAGE  
HEALTH PLAN

2019



Welcome to Vantage Health Plan!

Thank you for enrolling with Vantage. We look forward to serving you and your family. As a Louisiana HMO, our goal is to make our Members well and then keep them that way through quality preventive care. Vantage has a strong network of Physicians, Hospitals, and other Providers throughout Louisiana that offer a broad range of services for your medical needs.

As a Vantage Member, we want you to understand your benefits and coverage. This Certificate of Coverage contains the information you need to know about your coverage with Vantage. Please review this Certificate of Coverage and supplemental materials.

If you have any questions about your coverage, please do not hesitate to contact Vantage's Member Services department. Member Services can be reached by calling toll-free (844) 833-7505. For any Member who is deaf or hard of hearing, please call teletypewriter (TTY) services at (866) 524-5144.

It is our pleasure to serve you.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Gary Jones".

P. Gary Jones, M.D.  
President/CEO, Chief Medical Director

# Vantage Health Plan

A

## HEALTH MAINTENANCE ORGANIZATION OPERATED BY

**Vantage Health Plan, Inc.  
130 DeSiard Street, Suite 300  
Monroe, LA 71201  
(844) 833-7505  
[www.VantageHealthPlan.com](http://www.VantageHealthPlan.com)**

This Certificate of Coverage (“Certificate”) sets forth in detail your rights and obligations as a Member enrolled in Vantage Health Plan, Inc. (“Vantage”).

It is important that you **READ YOUR CERTIFICATE CAREFULLY** and familiarize yourself with its terms and conditions. For reference, a table of contents has been included on the inside of this Certificate.

Ten (10) days are allowed, from the date of receipt of this Certificate, to examine its provisions. If this policy was solicited by deceptive advertising or negotiated by deceptive, misleading, or untrue statements of Vantage or any agent on behalf of Vantage, you may return this Certificate within the ten-day period. Any premium advanced by the Member, upon surrender of this Certificate, shall be immediately returned to the Member and the Health Insurance Coverage through Vantage will be void. If Vantage chooses to cancel this policy for reasons other than those listed in Section VII of this Certificate, you will be notified at least sixty (60) days prior to the cancellation.

In order to avoid being faced with non-payment of services, Members should always verify whether their Physician, Hospital, or pharmacy is a Participating Provider before receiving services. Participating Providers are subject to change at any time without prior notice.

If you receive services from an Out-of-Network Provider, the charges may be significantly more than Participating Provider fees and/or the Vantage Allowable. You may be balance-billed for the cost of services exceeding the Vantage Allowable. It is the Member’s responsibility to verify a Provider’s participation status prior to receiving services and to find out what the Vantage Allowable is for a Covered Service provided by an Out-of-Network Provider. Members living in the state of Louisiana do not have access to the Tier II Provider network. If in-state Members receive services from Tier II Providers, they will be responsible for the Out-of-Network Cost Share.

**HEALTH CARE SERVICES MAY BE PROVIDED TO YOU AT A PARTICIPATING HEALTH CARE FACILITY BY FACILITY-BASED PHYSICIANS WHO ARE NOT IN YOUR HEALTH PLAN. YOU MAY BE RESPONSIBLE FOR PAYMENT OF ALL OR PART OF THE FEES FOR THOSE OUT-OF-NETWORK SERVICES, IN ADDITION TO APPLICABLE AMOUNTS DUE FOR COST SHARE AND NON-COVERED SERVICES. SPECIFIC INFORMATION ABOUT IN-NETWORK AND OUT-OF-NETWORK FACILITY-BASED PHYSICIANS CAN BE FOUND BY CALLING MEMBER SERVICES OR ONLINE AT [www.VantageHealthPlan.com/Provider/ParNonParSearch](http://www.VantageHealthPlan.com/Provider/ParNonParSearch).**

If you need additional information, please contact Vantage Health Plan, Inc., 130 DeSiard St., Ste. 300, Monroe, LA 71201 or by calling toll-free (844) 833-7505. For language assistance services, please contact Vantage’s Member Services department. For any Member who is deaf or hard of hearing, please call teletypewriter (TTY) services at (866) 524-5144. Vantage offers some language translation, sign language and TTY services to Members.



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This table of contents is designed only to help you locate answers to your questions more quickly. The table of contents does not cover every topic in this Certificate and may not list all the page numbers where references to the topics listed can be found. This table of contents does not change your benefit coverage or specifications.

## **WELCOME TO VANTAGE HEALTH PLAN!**

You are now a Member of Vantage Health Plan, a Health Maintenance Organization (HMO). As a Louisiana HMO, Vantage is an active participant in helping you receive quality, comprehensive medical care at a reasonable cost.

Your Member packet contains important information that should answer most of your questions about your benefits, as well as your rights and responsibilities as a Member. Because the coverage under this Plan differs from traditional health insurance, it is important that you understand your benefits and the procedures required to receive the coverage available to you.

 **Please read carefully when you see this symbol. This symbol will help you identify important information and help you use this Plan. This symbol is only to assist you and does not lessen the importance or make null and void any other Plan requirements.**

This Plan is a Consumer Driven Health Plan (CDHP). This CDHP coverage may be used in conjunction with a Health Savings Account (HSA), which a Member sets up through a financial institution. HSA's are portable, tax-advantaged savings accounts. Unused money is rolled over from year to year, grows through interest and investments, and can be used to pay for a wide variety of health and wellness related products and services. The IRS has established eligibility rules for HSA's.

Most adults who are covered by a Consumer Driven Health Plan, like this CDHP product, and who have no other first dollar health coverage except for preventive care, may establish an HSA. Members who choose to take advantage of health savings accounts should learn about the laws affecting HSA's. They may wish to consult a qualified tax or financial advisor to ensure that they are eligible to establish an HSA, that they understand what other types of health coverage they may have without violating the HSA rules, what expenses may be paid from an HSA, and the many tax benefits available to them if they properly comply with all IRS rules on HSA accounts.

### **THIS PLAN PACKET INCLUDES THE FOLLOWING DOCUMENTS:**

#### **MEMBER CERTIFICATE OF COVERAGE**

This Member Certificate of Coverage is being issued to you on an individual basis and is the contract between you and Vantage. Please read this Certificate carefully. This Certificate explains what is covered and what is not covered by Vantage, as well as the rights and obligations of both parties. Any service not listed as a Covered Service is not covered.

#### **COST SHARE SCHEDULE**

The Cost Share Schedule (enclosed with this Certificate) details the Deductible and Co-insurance amounts or percentages that are your financial responsibility and are based on the type of Covered Service and the Provider network. All Deductible and Co-insurance Cost Shares are based on the Vantage Allowable or actual payments made after any discounts and/or reductions. Charges above the Vantage Allowable for Covered Services provided by Out-of-Network Providers do not apply to any Deductibles or to the In-Network Out-of-Pocket Maximum.

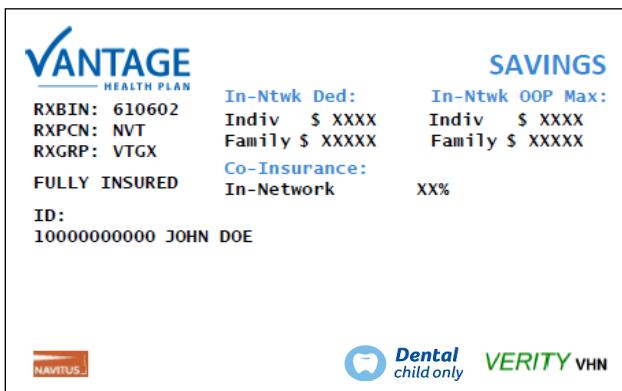
#### **IDENTIFICATION CARDS**

The Vantage identification card (Member ID Card) is to be shown each time you or your covered Dependents receive services at a Physician's office, Hospital, other Provider or pharmacy. Not showing your Member ID Card could result in bills being sent to you instead of to Vantage. Your Member ID Cards for the upcoming Benefit Period will be mailed to you prior to your effective date of coverage.

A sample image of the Member ID Card is shown on the following page.

## SAMPLE MEMBER ID CARD

### FRONT OF ID CARD



### BACK OF ID CARD



Prescription Drug information for your pharmacist is located in the top left corner on the front of your Member ID Card.

Each Member's unique Member ID number is located on the front of the Member ID Card next to the Member's name. Additional Member listings may also be located on the back of the Member ID Card for policies with many Dependents.

The "In-Ntwk Ded" information is your In-Network Deductible amount. After your payments equal the In-Network Deductible, you pay the Co-insurance percentage shown on your Member ID Card for the remainder of the Benefit Period. In-Network Co-insurance ("In-Network Co-insurance") continues until the In-Network Out-of-Pocket Maximum ("In-Ntwk OOP Max") is met.

Depending on where you live, your Member ID Card may have the following network logo:

**VERITY VHN**

The Verity Healthnet Healthcare Provider network is only available as a primary Provider network for Vantage Members who live in the following parishes: Acadia, Ascension, Assumption, East Baton Rouge, East Feliciana, Evangeline, Iberia, Iberville, Lafayette, Lafourche, Livingston, Pointe Coupee, St. Helena, St. James, St. Landry, St. Martin, St. Mary, Terrebonne, Vermilion, West Baton Rouge and West Feliciana parishes. Access is determined from the Member's primary address in Vantage's records.

All Members in this Plan have preventive dental coverage. The Dental Logo on the front of your Member ID Card indicates that your Plan includes comprehensive dental coverage, and which Members are eligible for this coverage.



**READ THE INFORMATION IN THIS PACKET NOW, AND KEEP IT FOR FUTURE REFERENCE.**

**!** If you do not receive all of this information or if the information is incorrect, please contact Vantage Member Services at (844) 833-7505 immediately.

## **SECTION I: VANTAGE PATIENT-CENTERED MEDICAL HOME**

The Patient-Centered Medical Home (PCMH) is an approach to providing cost effective and comprehensive primary health care for children, youth and adults. The PCMH creates partnerships between individual patients and their personal Physicians, and when appropriate, the patient's family.

### **Medical Home Primary Care Provider (MH-PCP)**

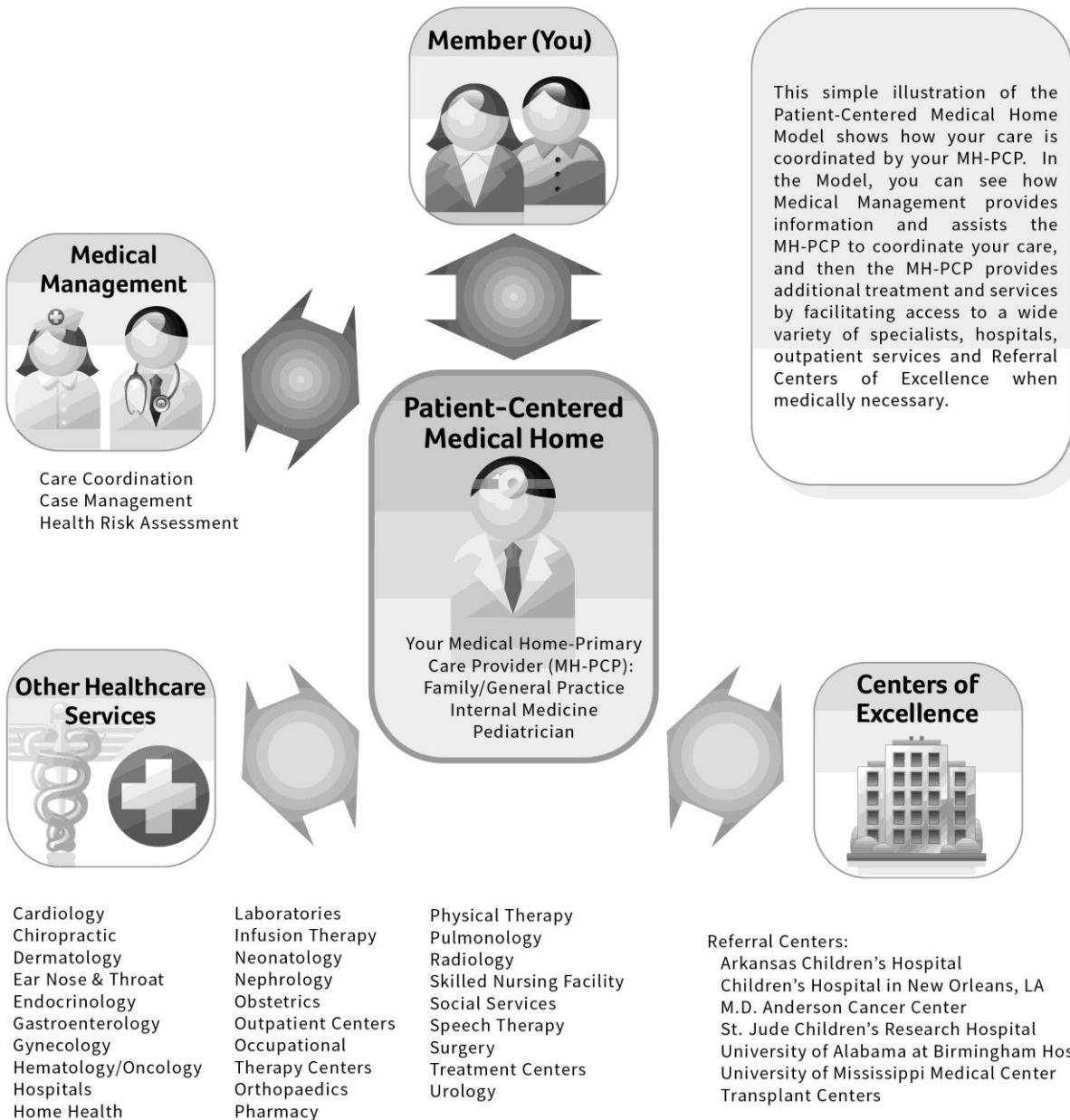
Each Vantage Member has an ongoing relationship with a personal Primary Care Provider trained to provide first contact and assist you in obtaining access to ongoing and comprehensive health care. The Medical Home Primary Care Provider (MH-PCP) will personally work with you to coordinate all of your health care. Your MH-PCP leads a team of clinical health care professionals who collectively take responsibility for your immediate and ongoing health care needs. PCMH health care professionals may also include other clinical professionals, such as nurses, social workers, dieticians and nutritionists. Your MH-PCP will also be responsible for arranging appropriate care with other qualified health care professionals, Specialty Care Providers or facilities, such as radiologists, laboratories, surgeons, and Hospitals.

**Vantage requires the designation of a MH-PCP by all Plan Members. A MH-PCP will be assigned to coordinate your health care if you do not make a designation when you enroll. You may change your designated or assigned MH-PCP at any time by contacting Vantage. You have the right to designate any In-Network MH-PCP who is available to accept you and/or your family Members as patients. For children, you may designate an In-Network pediatrician as the MH-PCP. Each family Member may have a different MH-PCP. To select a MH-PCP or to receive a list of In-Network Providers, visit us online at <https://portal.VantageHealthPlan.com/> or contact Vantage toll-free at (844) 833-7505.**

When your MH-PCP arranges for you to see a Specialty Care Provider or have a diagnostic test, the reports from that visit or test are automatically sent to your MH-PCP. If you see a Specialty Care Provider or have a diagnostic test that is not arranged by your MH-PCP, then you will need to ask that your reports be sent to your MH-PCP. Always make sure your MH-PCP is aware of all of your medical treatments and your other Health Care Providers. Referrals to In-Network Specialty Care Providers and OB/GYN's are not required in this Plan.

A simple illustration of the Vantage Patient-Centered Medical Home Model on the following page shows how each Vantage Member's care is coordinated by the MH-PCP. In the model, you can see that Vantage Medical Management provides information and assists the MH-PCP to coordinate care, and then the MH-PCP provides additional treatment and services by facilitating access to a wide variety of Specialty Care Providers, Hospitals, outpatient services and referral centers of excellence whenever it is necessary.

# PATIENT-CENTERED MEDICAL HOME MODEL



VHP392 R110718

## **SECTION II: HOW TO USE THIS PLAN**

As a Patient-Centered Medical Home HMO, Vantage provides more of the comprehensive health services you need to get well and stay well. However, there are a few basic rules you must keep in mind to make sure you are receiving the full benefits of the coverage available.

### **Vantage Member Identification Card**

When you join the Plan, you are sent Vantage Member identification cards (Member ID Card). A sample Member ID Card is located on page 5 of this Certificate of Coverage.

Your Member ID Card should be kept with you at all times. Each time services are rendered, you should present your Member ID Card. For details about the Cost Share for which you are responsible, please refer to Section IV of this Certificate of Coverage, your Cost Share Schedule, the front of your Member ID Card or visit us online at <https://portal.VantageHealthPlan.com/>. You may also contact the Member Services department toll-free at (844) 833-7505.

Your Member ID Card is for identification purposes only. Any person receiving benefits or services to which they are not entitled will be financially responsible for any charges.

If you need extra Member ID Cards or lose your Member ID Card, please visit us online at <https://portal.VantageHealthPlan.com/> or call the Member Services department. We will be happy to order you another set.

### **Network Design**

The In-Network benefits described in this Certificate of Coverage relate to Covered Services performed by Participating Providers (also referred to as In-Network Providers) who have current and valid agreements with Vantage. Members seeing Participating Providers pay the Deductibles and Co-insurance as shown in the In-Network column in Section IV of this Certificate of Coverage, the Cost Share Schedule and/or the Member ID Card. In-Network Providers cannot balance-bill the Member.

Vantage may contract with a nationwide Provider network available to Members living outside of the Vantage Service Area (state of Louisiana). These Participating Providers are considered Tier II Providers and cannot balance-bill the Member. The Pre-Authorization requirements for In-Network Covered Services as shown in Section IV of this Certificate of Coverage also apply to Tier II Providers.

Members living in the Vantage Service Area (state of Louisiana) do not have access to the Tier II Network. If in-state Members receive services from Tier II Providers, they will be responsible for the Out-of-Network Cost Share. In addition, they may be balance-billed by these Tier II Providers. Always check a Provider's network status prior to receiving services.

A Provider's status (Vantage's Standard Network, Tier II Provider and Out-of-Network Provider) is subject to change at any time.

**YOUR SHARE OF THE PAYMENT FOR HEALTH CARE SERVICES MAY BE BASED ON THE AGREEMENT BETWEEN YOUR PLAN AND YOUR PROVIDER. UNDER CERTAIN CIRCUMSTANCES, THIS AGREEMENT MAY ALLOW YOUR PROVIDER TO BILL YOU FOR AMOUNTS UP TO YOUR PROVIDER'S REGULAR BILLED CHARGES. HOWEVER, IN-NETWORK PROVIDERS ARE BOUND BY AN AGREED-UPON FEE SCHEDULE AND MAY NOT BILL MEMBERS FOR AMOUNTS IN EXCESS OF THE FEE SCHEDULE FOR COVERED SERVICES.**

## **Medical Management**

Vantage assists the MH-PCP by providing additional health information and coordination data related to your health history, such as Prescription Drug coverage and medical treatments provided. Vantage collects and organizes all of the available health information for each Member. The goal of the Vantage Medical Management department is to support the MH-PCP in compiling a complete and accurate health profile of each Member and to facilitate access to whatever health care services are required to improve each Member's health status in consultation with the MH-PCP. Remember, the MH-PCP is your personal Medical Home Primary Care Provider.

### **A. Pre-Authorization**

Pre-Authorization means written authorization from Vantage before receiving certain health services. It can mean the difference between a claim being paid or denied. Pre-Authorizations help Vantage to control and monitor those health services that are most costly. Providers of services requiring a Pre-Authorization are required to assist in obtaining the Pre-Authorization, but the Member remains ultimately responsible. Pre-Authorizations are subject to Plan requirements, benefit limits, and Member eligibility at the time services are rendered.

Pre-Authorization requirements for Covered Services rendered by In-Network Providers are shown in Section IV of this Certificate of Coverage. NOTE: This list of services requiring Pre-Authorization is subject to change. You may call Member Services toll-free at (844) 833-7505 for a current list of services that require Pre-Authorization. All Out-of-Network Covered Services require Pre-Authorization except Emergency Medical Services.

Referrals to In-Network Specialty Care Providers and OB/GYN's are not required in this Plan.

### **B. Vantage Medical Utilization Review Program**

Vantage has worked to develop programs that can reasonably contain costs while maintaining the quality of care. One such program is Utilization Review.

#### **What Is Utilization Review?**

Utilization Review is a process to ensure that you, your Physician, and your health plan work together to provide quality health care that avoids unnecessary hospitalization, inconvenience, and cost. It is an added benefit to assist in making decisions about your medical care.

#### **How Does Utilization Review Work?**

When your Physician recommends that you be hospitalized, you or the Physician must call Vantage and outline the planned treatment. As you know, a Hospital is not always the most appropriate place to receive treatment and is generally more expensive. By reviewing requests for hospitalization, the Vantage Medical Management staff makes sure that a Hospital stay is Medically Necessary and appropriate for inpatient care. Many diagnostic and surgical procedures are routinely performed in an outpatient setting, which can be easier for you and less costly. Vantage will also coordinate the plan of care with your MH-PCP to ensure the services being recommended are consistent with your health history.



If elective hospitalization is planned or you know ahead of time that a Hospital stay is needed, you or your Physician must call Vantage **before** your admission. If you, your spouse, or Dependent is admitted on an Emergency basis, you or your Physician must contact Vantage **within 24 hours** (or the next working day if on a weekend or holiday) of the admission.

#### **What is the Procedure for Utilization Review?**

A single phone call sets the process in motion.

When the call is made, a Vantage Medical Management nurse will request certain basic information about the patient (you, your spouse or Dependent), and the reasons for the proposed admission.

Vantage uses established, Physician-approved, medical and surgical criteria to determine the Medical Necessity of all Hospital admissions.

In the vast majority of cases, a nurse reviewer can review and approve a request. If the Medical Management nurse has questions about the necessity of the admission, they will consult with the Vantage Medical Director (a medical doctor) who will review the medical data. The Vantage Medical Director or a nurse may also inquire further about the treatment plan by contacting the Physician recommending the admission/treatment as well as contacting your MH-PCP.

In some instances it may be determined that your care can be more appropriately provided in an outpatient setting. If so, the Medical Director will recommend alternatives to hospitalization. Your Plan provides coverage for Medically Necessary outpatient or home care services, often with lower cost to you. These options may be discussed with your Physician and MH-PCP.

If your Hospital admission is authorized, an authorization number is given to you or your Physician and the Hospital. Your continued Hospital stay is reviewed by the Medical Management nurse to determine if further inpatient care is necessary beyond the initial days certified. This will also assure appropriate discharge planning, so follow-up or home care needs can be addressed.

Vantage does not compensate Medical Management nurses, Medical Directors, UR/QM Committee members, and/or any other professionals who are involved in Utilization Review decisions for denials, does not offer incentives to encourage denials, and does not encourage decisions that result in underutilization. Vantage ensures independence and impartiality in making referral decisions and attests that involvement will not influence compensation, hiring, termination, promotion or any other similar matters for the Medical Management nurses, Medical Directors, UR/QM Committee members, and/or any other professionals who are involved in Utilization Review decisions in the Utilization Review process based upon the likelihood or perceived likelihood that the Medical Management nurses, Medical Directors, UR/QM Committee members, and/or any other professionals who are involved in Utilization Review decisions will support or tend to support the denial of benefits.

### **Is the Vantage Decision Final?**

If you or your Physician disagrees with a Vantage denial, you may request an Appeal. Member Appeal processes are outlined in this Certificate of Coverage in Section XI.

### **What Is My Responsibility?**

Your role is to share this information with your spouse or Dependent if they are covered under your health care Plan and **to show your Member ID Card to your Physician when a Hospital admission is being discussed**. This alerts your Physician to call Vantage if a Hospital admission is planned. Following this process is essential to ensure that a Hospital stay is covered.

### **How Do I Benefit From Utilization Review?**

If you are paying any portion of the premiums on your health Plan, Utilization Review will help control rate increases that could result from unnecessary Hospital stays. If Vantage requires you to pay a part of the cost of treatment, Utilization Review assures that you will be treated in the most cost-effective way while maintaining quality health care.

### **In Summary**

Ask your Physician to call the Vantage Medical Management department to begin the Pre-Authorization process. Pre-Authorization is required for all planned, non-Emergency admissions. Emergency hospitalization must be certified the next working day after admission or when reasonably possible.

Maternity admission must be authorized the next working day after admission. Pre-Authorization is required before admission for maternity care involving a scheduled Cesarean section.

### **C. Evaluation of New Technology**

Vantage has developed a medical policy for the purpose of providing guidelines for determining coverage criteria for specific recently developed and/or practiced medical and behavioral health care technologies, including procedures, equipment, pharmaceuticals, devices, and services. In order to be eligible for coverage, all services must be Medically Necessary. To the extent there are any conflicts between Vantage's medical policy guidelines and this Plan's language, the Plan's language prevails.

Issues are selected for medical policy development through referrals from Vantage staff, the Provider community, and Members. The technology assessment process is applied to both the development of new medical policies and updates to existing medical policies. In order to determine whether a medical technology may be considered Medically Necessary, literature searches are conducted and the published scientific evidence related to each technology is reviewed.

Vantage medical policies are submitted for review to Vantage Medical Directors. Upon review, the Medical Directors will engage external practicing Physicians including Specialty Care Providers in the Vantage Service Area based on the areas of technology being evaluated and/or the specific medical discipline. Additional external resources may be utilized according to the complexity of the technology being evaluated. Opinions from these external sources will be compiled along with scientific evidence and the Medical Director summaries for the final approval process.

All policy drafts, including analyses of the scientific evidence and summaries of the external expert opinion, are presented to the Vantage Utilization Review Quality Management Committee for final approval and implementation.

### **D. How to Obtain Emergency Care and After Office Hours Care**

As a Member, it is up to you to use your Vantage coverage wisely. Vantage is not an insurance program that reimburses you for whatever health care services you may desire. Your MH-PCP will work with you to assure that you receive the medical care you need in an appropriate, cost-effective manner.

Call your MH-PCP immediately when you require medical attention, even if you are traveling outside the Vantage Service Area. Your MH-PCP can advise you of the best course of action based on his/her knowledge of your medical history and your present symptoms.

However, when a Member's medical condition of recent onset and severity, including severe pain, would lead a prudent layperson, acting reasonably and possessing an average knowledge of health and medicine, to believe that the absence of immediate medical attention could reasonably be expected to result in the serious jeopardy of one's health or the health of an unborn child, serious impairment to bodily function or serious dysfunction of any bodily organ or part, the **Member should call 911 and seek Emergency Medical Services**. Emergencies do not require Pre-Authorization.

Emergency hospitalization must be authorized by Vantage on the next working day after admission or when reasonably possible. Pre-Authorization is required for all planned, non-Emergency admissions.

Members may visit an after-hours clinic or other facility primarily engaged in treating patients whose conditions require medical attention after normal office hours for non-Emergency Medical Services. Pre-Authorization is required for follow-up visits.

### **E. How to Obtain Coverage outside of the Vantage Service Area**

Our Plan does offer Out-of-Network coverage for certain Covered Services. Members traveling outside of the state of Louisiana should contact the Vantage Medical Management department toll-free at (844) 833-7505 prior to receiving non-Emergency Covered Services from Out-of-Network Providers. All non-Emergency Covered Services rendered by Out-of-Network Providers require Pre-Authorization. Out-of-country services (excluding Emergency Medical Services) are not covered.

Members living outside of the state of Louisiana also have access to the Tier II Provider network for certain Covered Services. However, should these Members receive non-Emergency Covered Services from an Out-of-Network Provider, the Member must contact the Vantage Medical Management department toll-free at (844) 833-7505 prior to receiving such services for Pre-Authorization.

#### F. Member Rights and Responsibilities

As a Member of Vantage Health Plan, you have the following rights and responsibilities:

- ▶ A right to receive information about Vantage, its services, its Health Care Providers and your rights and responsibilities as a Member.
- ▶ A right to be treated with fairness, respect and recognition of your dignity and right to privacy.
- ▶ A right to participate with Health Care Providers in making decisions about your health care.
- ▶ A right to candid discussion of appropriate or Medically Necessary treatment options for your conditions, regardless of cost or benefit coverage.
- ▶ A right to voice Grievances or file Appeals about Vantage, coverage decisions, its Health Care Providers, or the care provided.
- ▶ A right to make recommendations regarding Vantage's Member rights and responsibilities policy.
- ▶ A right to receive timely access to your Eligible Charges and Prescription Drugs.
- ▶ A right to privacy and the protection of your personal health information, in accordance with state and federal law.
- ▶ A responsibility to supply information (to the extent possible) that Vantage and its Health Care Providers need in order to provide care.
- ▶ A responsibility to follow treatment plans and instructions for care that you have agreed to with your Health Care Provider.
- ▶ A responsibility to understand your health problems and participate in developing mutually agreed-upon treatment goals to the degree possible.

#### IMPORTANT RULES TO HELP YOU USE THIS PLAN:

**ALWAYS** carry your Member ID Card and present it **before** receiving health services.

**ALWAYS** remember, Covered Services provided by Out-of-Network Providers will be covered at a reduced benefit and you may be balance-billed for substantial amounts. Claims for Out-of-Network Providers must be received by Vantage Health Plan within one year from the date of service.

**ALWAYS** obtain Pre-Authorization (written authorization **before** services are received) from the Vantage Medical Management department for those services that require Pre-Authorization. Services requiring Pre-Authorization are identified, where applicable, in *Section IV: Schedule of Covered Services & Benefits*. Such Pre-Authorization requirements for In-Network Covered Services also apply to Tier II Providers.

NOTE: This list of services requiring Pre-Authorization is subject to change. You may call Member Services toll-free at (844) 833-7505 for a current list of services that require Pre-Authorization.

**ALWAYS** obtain Pre-Authorization for all Out-of-Network Covered Services (except Emergency Medical Services).

This Plan offers Out-of-Network coverage. When you seek treatment from an Out-of-Network Provider, the charges may be significantly more than the Vantage Allowable. You may be balance-billed for substantial amounts. You may contact Vantage's Member Services department toll-free at (844) 833-7505 to find out what the estimated Vantage Allowable is for any given Covered Service. Charges above the Vantage Allowable incurred by a Member for Covered Services provided by Out-of-Network Providers do not apply toward any Deductibles or to the Out-of-Pocket Maximum.

Pre-Authorization is required for all planned, non-Emergency admissions.

Emergency hospitalization must be certified the next working day after admission or when reasonably possible.

Maternity admission must be authorized the next working day after admission. Pre-Authorization is required before admission for maternity care involving a scheduled Cesarean section.

The Vantage Member Services department is available to assist you in using this Plan. Call toll-free (844) 833-7505, Monday-Friday, 8:00 a.m. - 6:00 p.m. For language assistance services, please contact Vantage's Member Services department. For any Member who is deaf or hard of hearing, please call TTY (866) 524-5144. Vantage offers some language translation, sign language and teletypewriter (TTY) services to Members. The Language Translation Addendum is available upon request and is located online at:

<https://www.VantageHealthPlan.com/documents/Marketplace/LanguageTranslationAddendum.pdf>.

## **SECTION III: DEFINITIONS**

Accident means bodily injury caused by a sudden and unforeseen event, definite as to time and place.

Accidental Bodily Injury means injury by an Accident of external, sudden and unforeseen means.

Advance Premium Tax Credit (APTC) means a tax credit to help individuals afford health coverage purchased through the Marketplace. Advance payments of the tax credit can be used to lower monthly premium costs. Qualifying Individuals may choose how much advance credit payments to apply to premiums each month, up to a maximum amount. CMS reports the APTC selected by Qualifying Individuals to Vantage.

Adverse Determination means any of the following:

- (a) A determination by Vantage that, based upon the information provided, a request for a benefit under the health insurance issuer's health benefit plan upon application of any utilization review technique does not meet Vantage's requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness or is determined to be experimental or investigational and the requested benefit is therefore denied, reduced, or terminated or payment is not provided or made, in whole or in part, for the benefit.
- (b) The denial, reduction, termination, or failure to provide or make payment, in whole or in part, for a benefit based on a determination by Vantage of a Member's eligibility to participate in the health insurance issuer's health benefit plan.
- (c) Any prospective review or retrospective review determination that denies, reduces, or terminates or fails to provide or make payment, in whole or in part, for a benefit under a health benefit plan.
- (d) A Rescission of coverage determination.

Affinity Health Network (AHN) means specified In-Network Providers as shown in the Provider Directory and in the Pharmacy Directory available online at [VantageHealthPlan.com](http://VantageHealthPlan.com). AHN Providers administer the Vantage Wellness Program and offer diabetic supplies, diabetic meters, and Tier I Prescription Drugs at 100% coverage as indicated in Section IV of this Certificate of Coverage.

Appeal means the type of complaint a Member files with Vantage to request that Vantage reconsider and change a decision related to Covered Services, (including a denial of, reduction in, or termination of a Covered Service or a failure to make a payment in whole or in part for a Covered Service) or a Rescission of coverage under this Plan.

Authorized Representative means any of the following:

- (a) A person to whom a Member has given express written consent to represent the Member. It may also include the Member's treating Health Care Provider if the Member appoints the Health Care Provider as his Authorized Representative and the Health Care Provider waives in writing any right to payment from the Member other than any applicable Cost Share amount. In the event that the service is determined not to be Medically Necessary, and the Member or his Authorized Representatives, except for the Member's treating Health Care Provider, thereafter requests the services, nothing shall prohibit the Health Care Provider from charging usual and customary charges for all non-Medically Necessary services provided.
- (b) A person authorized by law to provide substituted consent for a Member.
- (c) An immediate family member of the Member or the Member's treating Health Care Provider when the Member is unable to provide consent.
- (d) In the case of an urgent care request, a Health Care Provider with knowledge of the Member's medical condition.

**Benefit Level** means the level at which a Member's Cost Share is paid. Each level (In-Network and Out-of-Network) has a different Cost Share for the Member as indicated in Section IV of this Certificate of Coverage and/or in the Cost Share Schedule.

**Benefit Period** means the plan year or contract period for which benefits are covered under this Plan. The Benefit Period resets on any break in coverage or if the Member enrolls in another Vantage plan.

**Centers for Medicare and Medicaid Services (CMS)** means the federal agency that runs the Medicare, Medicaid, and Children's Health Insurance Programs, and the federally facilitated Marketplace or Exchange.

**Chronic Condition or Chronic** refers to a medical illness, disease or physical ailment of long duration (three (3) month duration or longer according to U.S. National Center for Health Statistics) or frequent recurrence, associated with slow progress and long continuance.

**Co-insurance** means the percentage of the Vantage Allowable the Member is required to pay based on the type of Covered Service and may be due at the time of service. Co-insurance percentages are listed in the Cost Share Schedule and/or in Section IV: *Schedule of Covered Services & Benefits* of the Certificate of Coverage. Co-insurance applies after and does not apply toward any Deductibles.

**Cosmetic Purposes** means services rendered to alter the texture or configuration of the skin, or the configuration or relationship with contiguous structures of any feature of the human body for primarily personal or emotional reasons.

**Cost Share** means the Deductible and Co-insurance amounts or percentages that are the Member's financial responsibility and are based on the type of Covered Service and the Provider network. Member Cost Share amounts are applied to the Deductible and then Co-insurance.

**Cost Share Schedule** means the document that details the Deductible, Co-insurance and Out-of-Pocket Maximum amounts or percentages that are the Member's financial responsibility and are based on the type of Covered Service and the Provider network.

**Covered Service(s)** means any Medically Necessary services and supplies, including Prescription Drugs, received upon the recommendation and approval of a Physician and required for the treatment of a Member, subject to the exclusions and limitations listed elsewhere in this Certificate of Coverage. Covered Services include services and supplies in accordance with PPACA and state laws, as applicable.

**Custodial Care** means care that primarily meets personal, comfort or hygiene needs and can be provided by a person without professional skills or training.

**Deductible** means the amounts shown on the Cost Share Schedule that the Member or family must pay each Benefit Period before certain medical or Prescription Drug benefits are payable under the Plan. A single family member has met his/her Deductible by reaching the individual Deductible amount. Other family Members' payments combine to meet the remainder of the family Deductible amount. Co-insurance applies after and does not apply toward any Deductible. Charges above the Vantage Allowable for services provided by Out-of-Network Providers do not apply toward any Deductibles.

There are two (2) Deductibles: In-Network and Out-of-Network.

- a) The *In-Network Deductible* applies to most medical services and Prescription Drugs, is to be paid by each Member or family for In-Network benefits during the Benefit Period, and are based on the Benefit Level of the rendering Provider. The In-Network Deductible applies to the In-Network Out-of-Pocket Maximum, excluding any portion of the In-Network Deductible which was met by services listed as "Exclusions and limitations for In-Network Out-of-Pocket Maximum" in Section IV.
- b) The *Out-of-Network Medical Deductible* applies to Eligible Charges to be paid by each Member or family for Out-of-Network benefits during the Benefit Period. All Out-of-Network Eligible Charges

are subject to the Out-of-Network Medical Deductible except Emergency Medical Services, wellness and preventive care, and dental services. The Out-of-Network Medical Deductible does not apply to the In-Network Out-of-Pocket Maximum. There is no Out-of-Network Out-of-Pocket Maximum.

Dependent(s) means the spouse or child(ren) or grandchild(ren) designated by a Member who are eligible or may become eligible to receive Health Insurance Coverage under the Plan as determined by the Marketplace.

Developmental Condition or Developmental Disorder refers to an impairment in normal development of language, cognitive and/or motor skills, generally recognized before age eighteen (18) which is expected to continue indefinitely and involves a failure or delay in progressing through the normal developmental stages of childhood.

Drug(s) or Medication(s) refers to all Prescription Drugs and Non-Prescription Drugs, including narcotics.

Durable Medical Equipment (DME) is an item that serves a medical purpose only and is Medically Necessary for the treatment of Illness or injury, can withstand long-term repeated use, and is appropriate for home use.

Electronic Medical Records (EMR) is a digital information system which keeps track of medical information and provides a Physician interface that allows the Physician and other Health Care Provider(s) to enter and retrieve patient-specific medical information to support patient medical care.

Eligible Charges means the charges for Covered Services, excluding Prescription Drugs.

Emergency Medical Condition or Emergency is a medical condition of recent onset and severity, including severe pain, that would lead a prudent layperson, acting reasonably and possessing an average knowledge of health and medicine, to believe that the absence of immediate medical attention could reasonably be expected to result in: (1) Placing the health of the individual, or with respect to a pregnant woman the health of the woman or her unborn child, in serious jeopardy; (2) Serious impairment to bodily function; or (3) Serious dysfunction of any bodily organ or part.

Emergency Medical Services are those medical services necessary to screen, evaluate, and Stabilize an Emergency Medical Condition.

Enrollment Date is defined as the date of enrollment of a Qualified Individual in this Plan.

Essential Health Benefits (EHB) means a set of health care service categories that must be covered by certain plans. The Affordable Care Act ensures health plans offer a comprehensive package of items and services, and must include items and services within at least the following ten (10) categories: ambulatory patient services; Emergency Medical Services; hospitalization; maternity and Newborn care; mental health and substance use disorder services, including behavioral health treatment; Prescription Drugs; rehabilitative and habilitative services and devices; laboratory services; preventive and wellness services and chronic disease management; and pediatric services, including oral and vision care.

Expedited Appeal means an Appeal related to a claim for urgent medical care or treatment with respect to which the application of the time periods for making non-urgent care determinations could 1) seriously jeopardize the life or health of the Member; or 2) jeopardize the ability of the Member to regain maximum function; or 3) in the opinion of a Physician with knowledge of the Member's medical condition, would subject the Member to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

Federally Recognized Tribe means any Indian or Alaska Native tribe, band, nation, pueblo, village or community that the Department of the Interior acknowledges to exist as an Indian tribe. Members of

Federally Recognized Tribes who receive services from In-Network Indian Health Service Providers will not have to pay Deductibles or Co-insurance. Such services will be provided at zero cost sharing for these Members or Prescription Drug Cost Share.

**Final Adverse Determination** means an Adverse Determination, including medical judgment, involving a Covered Service that has been upheld by Vantage, or its designee utilization review organization, at the completion of Vantage's internal claims and Appeals process procedures provided pursuant to La. R.S. 22:2401.

**Generic Drug** means a prescribed therapeutic equivalent (approved by the FDA) of a brand name Prescription Drug that is usually available at a lower cost.

**Genetic Information** means information about genes, gene products and inherited characteristics that may derive from an individual or family member. This includes information regarding carrier status and information derived from laboratory tests that identify mutations in specific genes or chromosomes, physical medical examinations, family histories and direct analysis of genes of chromosomes.

**Genetic Testing or Assessment** means the examination of Genetic Information contained inside a person's cells to determine if that person has or will develop a certain disease or could pass a certain disease to his or her offspring.

**Grievance** means the type of complaint a Member files with Vantage for complaints related to Vantage or a Participating Provider about the quality of care received. Grievances may also be submitted to the Louisiana Department of Insurance for review. See Section XI of this Certificate of Coverage for information regarding grievances.

**Habilitative Services and Devices** means ongoing, Medically Necessary outpatient therapies provided to Members with Developmental Conditions and similar conditions who need habilitation therapies to achieve functions and skills. Habilitative services and devices help a person keep, learn, or improve skills and functioning for daily living.

**Health Care Provider(s)** may include a Hospital, medical doctor (MD), dentist (DDS or DMD), osteopath (DO), pharmacist (RPh) or pharmacy, registered nurse (RN), nurse practitioner (CNP), physician assistant (PA), registered nurse first assistant (RNFA), occupational therapist, physical therapist, speech therapist, chiropractor, podiatrist (DPM), optometrist (OD), or anesthetist, including certified registered nurse anesthetist (CRNA), licensed by the proper regulatory agency of the state. Health Care Provider(s) may also include a network(s) of any of the Providers listed above.

**Health Insurance Coverage** means benefits consisting of medical or surgical services, provided directly, through insurance or reimbursement, or otherwise and including items and services paid for as medical care, under any Hospital or medical service policy or certificate, Hospital or medical service plan contract, preferred provider organization, or health maintenance organization contract offered by a health insurance issuer.

**HIPAA** means the Health Insurance Portability and Accountability Act of 1996 (U.S. Public Law 104-191) and federal regulations promulgated pursuant thereto.

**Hospital** means an institution engaged in providing care and treatment for sick and injured people as bed-patients, which provides care by registered, graduate nurses, on duty or on call doctors available at all times, and has on its immediate premises (except in the case of a Hospital specializing in the care and treatment of Mental or Nervous Disorders) an operating room and related equipment for performing surgery.

Hospital does not include any establishment (even though it may be called a Hospital) or any part of any establishment which is primarily a place for any of the following: rest, convalescence,

Custodial Care, the care or treatment of Drug addicts or alcoholics, rehabilitation, training, schooling or Occupational Therapy.

Illness means a disorder or disease of the body, or Mental or Nervous Disorder.

In-Network means services obtained from In-Network Providers.

In-Network Cost Share means the Deductible and Co-insurance referred to in the “In-Network” column in Section IV of this Certificate of Coverage.

In-Network Out-of-Pocket Maximum - means the maximum out-of-pocket amount related to services obtained from In-Network Providers. See also *Out-of-Pocket Maximum* definition.

In-Network Provider(s) or Participating Provider(s) or Participating means those Health Care Providers who have current and valid agreements with Vantage to provide Covered Services to Members. Participating Providers include Vantage’s Standard Network Providers, Affinity Health Network Providers and Tier II Providers.

Independent Review Organization (IRO) means an entity that conducts independent external reviews of Adverse Determinations and Final Adverse Determinations.

Life-Threatening Illness means a disease or condition for which the likelihood of death is probable.

Marketplace (or Exchange) means a transparent and competitive health insurance market run by the Centers for Medicare and Medicaid Services (CMS) where individuals, families, and small businesses can learn about their health coverage options, compare health insurance plans based on costs, benefits, and other important features, choose a plan, and enroll in coverage.

Medical Home Primary Care Provider (MH-PCP) means a Participating family practice, general practice, general pediatrician or general internal medicine Physician, or a nurse practitioner or physician assistant practicing in those fields, who is selected by a Vantage Member, and provides the Member with entry into the health care system. The Medical Home Primary Care Provider: (1) evaluates the Member’s total health needs; (2) provides personal medical care in one or more medical fields; (3) when Medically Necessary, preserves continuity of care and coordinates care with other Providers of health care services; and (4) coordinates Member care with the Vantage Medical Management department.

Medical Necessity or Medically Necessary means services or supplies, which under the provisions of the contract, are determined to be (1) appropriate and necessary for the symptoms, diagnosis or treatment of the medical condition; (2) provided for the diagnosis or direct care and treatment of the medical condition; (3) within standards of accepted medical practice within the organized medical community; (4) not primarily for the convenience of the Member, the Member’s Physician or other Provider; and (5) the most appropriate supply or level of service that can be safely provided.

For Hospital stays, this means that acute care as an inpatient is necessary due to the kinds of services the Member is receiving or the severity of the Member’s condition, and that safe and adequate care cannot be received as an outpatient or in a less acute care medical setting.

Medicare Opt-Out Physician means any Physician who has opted-out of the Medicare program. When a Physician “opts-out” of Medicare, no services provided by that individual will be covered or reimbursed by Medicare or Vantage, nor will any reimbursement be issued to a Member for items or services provided by that Physician. This Medicare Opt-Out list is available online at <https://data.cms.gov/dataset/Opt-Out-Affidavits/7yuw-754z/data>.

Member(s) means the Qualified Individuals and Dependents who are eligible to receive Covered Services under this Plan and for whom the necessary application forms have been completed and have been approved by CMS and for whom the required premiums have been paid.

Mental or Nervous Disorder(s) means a mental, emotional or behavioral disorder, including, but not limited to, neurosis, psychoneurosis, psychosis, personality disorder, and alcohol or Drug addiction.

Minimum Essential Coverage means the type of coverage an individual needs to have to meet the individual responsibility requirement under PPACA.

Newborn means infants from the time of birth until age one (1) month or until such time as the infant is well enough to be discharged from a Hospital or a neonatal special care unit to the infant's home, whichever period is longer.

Non-Essential Health Benefits (Non-EHB) means Covered Services other than Essential Health Benefits.

Non-Prescription Drug(s) means any medicine that does not require a prescription from a Health Care Provider.

Occupational Therapy means a healthcare service to evaluate and treat individuals in order for the individual to participate in the things they want and need to do through the therapeutic use of everyday activities (occupations). Common occupational therapy interventions include helping people recovering from injury to regain skills and providing support for older adults experiencing physical and cognitive changes.

Out-of-Network means services obtained from Out-of-Network Providers.

Out-of-Network Provider(s) or Non-Participating Provider(s) means those Health Care Providers who do not have a current and valid contract with Vantage at the time services are rendered. Out-of-Network Providers may balance-bill a Member.

Out-of-Pocket Maximum means the specified dollar amounts listed in the Cost Share Schedule for which a Member or family is responsible for In-Network EHB Covered Services. A single family Member has met his or her Out-of-Pocket Maximum by reaching the individual Out-of-Pocket maximum amount. Other family Members' payments combine to meet the remainder of the family Out-of-Pocket Maximum amount. Out-of-Pocket Maximum does not include charges for Non-EHB Covered Services or services provided by Out-of-Network Providers. There is no Out-of-Pocket Maximum for Out-of-Network or Non-EHB Covered Services. Other exclusions and limitations are described in Section IV of this Certificate of Coverage.

Participating Provider(s) or Participating – See In-Network Provider definition.

Patient Protection and Affordable Care Act (PPACA) refers to the federal law enacted on March 23, 2010, along with the Health Care and Education Reconciliation Act of 2010, and all rules and regulations issued thereunder. This law is also sometimes referred to as the Healthcare Reform Law.

Physical Therapy means a healthcare service including evaluation and treatment of any physical or medical condition to restore normal function of the neuromuscular, musculoskeletal, cardiovascular and/or integumentary systems or prevent disability with the use of physical or mechanical means, including therapeutic exercise, mobilization, passive manipulation, therapeutic modalities and activities.

Physician means a medical doctor (MD) or osteopath (DO).

Placement for Adoption means the assumption and retention of a legal obligation for total or partial support of a child in anticipation of adoption of such child. The child's placement with such person ends upon the termination of such legal obligation.

Plan means the health care and Prescription Drug Plan as offered in this Certificate of Coverage.

Plan Drug Formulary means a comprehensive listing of Drugs covered by this Plan.

Pre-Authorization means written authorization from Vantage before receiving certain health services.

Prescription Drug(s) means any medicine that requires a prescription from a Health Care Provider who is authorized by federal or state law to prescribe or refill the medicine.

Prosthetic Device or Prosthesis means an artificial limb designed to maximize function, stability, and safety of the patient. Prosthetic Device or Prosthesis also means an artificial medical device that is not surgically implanted and that is used to replace a missing limb. The term does not include artificial eyes, ears, nose, dental appliances, ostomy products, or devices such as eyelashes or wigs.

Prosthetic Services means the science and Medically Necessary practice of evaluating, measuring, designing, fabricating, assembling, fitting, aligning, adjusting or servicing of a Prosthesis through the replacement of external parts of a human body lost due to amputation or congenital deformities to restore function, cosmeses, or both.

Qualified Health Plan (QHP) means an insurance plan that is certified by the Centers for Medicaid and Medicare Services, provides Essential Health Benefits, follows established limits on cost-sharing (such as Deductible and Out-of-Pocket Maximum amounts), and meets other requirements.

Qualified Individual means individuals deemed by CMS as eligible to purchase and receive Health Insurance Coverage through the Marketplace and its Qualified Health Plan.

Reconstructive Services means reparative or therapeutic surgery or services done to restore the patient's function and appearance to pre-injury or pre-Illness state.

Recurrent Condition means defective state of health returning or happening time after time.

Rescission means cancellation or discontinuance of coverage under Vantage that has a retroactive effect. The term shall not include a cancellation or discontinuance of coverage under a health benefit plan if either:

- (a) The cancellation or discontinuance of coverage has only a prospective effect.
- (b) The cancellation or discontinuance of coverage is effective retroactively to the extent that it is attributable to a failure to timely pay required premiums or contributions towards the cost of coverage.

Skilled Nursing Facility means an institution or distinct part of an institution that:

1. Is operated in accordance with the applicable laws of the jurisdiction in which it is located to provide skilled nursing care for sick and injured people; and
2. Provides 24-hour-a-day nursing services under the supervision of a licensed Physician or registered nurse, who is devoted full-time to such supervision; and
3. Maintains clinical records of each patient; and
4. Has appropriate methods and procedures to administer Drugs to patients; and
5. Is not an institution, or part of an institution, that is:
  - a. A Hospital; or
  - b. Primarily for the care of mental Illness, Drug addiction, alcoholism, or tuberculosis; or
  - c. Primarily engaged in providing domiciliary care, Custodial Care, educational care, or care for the aged.

**Special Enrollment Period** is the sixty (60) days after a qualifying event (which are listed in Section VI of this Certificate of Coverage) in which a Qualified Individual may enroll in this Plan.

**Specialty Care Provider** is a medical or surgical Physician, nurse practitioner, or physician assistant other than gynecologists and those providers defined as Medical Home Primary Care Providers.

**Specialty Drugs** include high cost Drugs and pharmaceuticals produced through DNA technology or biological processes that target Chronic or complex disease states and require unique handling, distribution, or administration as well as a customized medical management program for successful use.

**Speech Therapy** means a healthcare service to evaluate, treat, and diagnose speech, language, cognitive-communication and swallowing disorders in individuals of all ages from infants to the elderly.

**Stabilize** means to provide treatment that assures that no material deterioration of the condition is likely to result from or occur during the transfer of the Member from a facility.

**Standard Network** – In-Network Providers other than the Affinity Health Network Providers or Tier II Providers.

**Temporarily Medically Disabled Mother** means a woman who has recently given birth and whose Physician has advised that normal travel would be hazardous to her health.

**Tier II Provider or Tier II** – A nationwide Provider network available to Members living outside of the Vantage Service Area (state of Louisiana). Tier II Providers outside the Vantage Service Area cannot balance-bill out of-state Members. Members living in the Vantage Service Area do not have access to the Tier II Provider network.

**Urgent Care Center** means a Physician's office, clinic or other facility primarily engaged in treating patients whose conditions require immediate medical attention. The term Urgent Care Center does not include a Hospital emergency department, other outpatient emergency department or other outpatient Hospital facility.

**Utilization Review/Quality Management (UR/QM)** means a function performed by Vantage or its designee to review and approve or deny authorization or payment for Covered Services as to the Medical Necessity and quality of the care and compliance with agreed-upon policies, procedures and protocols established by Vantage.

**Vantage Allowable** means the amount Vantage would pay to an In-Network Provider for the Covered Service as specified in the Provider contract or the amount set forth in the Vantage Allowable fee schedule, as determined by Vantage.

**Vantage Service Area** means the geographic area (the state of Louisiana) served by Vantage as approved by the Louisiana Department of Insurance.

## **SECTION IV: SCHEDULE OF COVERED SERVICES & BENEFITS**

Coverage will be provided for the Covered Services listed. Covered Services are the Medically Necessary services and supplies, including Prescription Drugs, received upon the recommendation and approval of a Physician and required for the treatment of a Member, subject to the exclusions and limitations listed in Section V of this Certificate of Coverage.

The Benefit Level is usually determined by the Provider's network status. However, the Benefit Level for services cannot be better than the network status of the ordering Physician for outpatient services and the admitting Physician for inpatient services.

Covered Services are subject to the Deductibles and Co-insurance shown in the Cost Share Schedule and/or in this Section IV. Deductibles and Co-insurance are a Member's responsibility and may be due at the time services are rendered.

### **Deductibles**

#### ***In-Network Deductibles***

The In-Network Deductibles are the amounts shown on the Cost Share Schedule that a Member or family must pay each Benefit Period before most benefits are payable under the Plan. The In-Network Deductibles apply to In-Network Covered Services to be paid by each Member or family and are based on the Benefit Level of the rendering Provider. Covered Services which are subject/not subject to the In-Network Deductibles are noted in the applicable benefits in this Section IV.

**Individual:** The individual policy In-Network Deductible for In-Network Benefit Level Covered Services is the amount specified in the Cost Share Schedule and Member ID Card. After a Member's payments for In-Network Covered Services during a Benefit Period equal the In-Network Deductible, the Member pays In-Network Benefit Level Covered Services at the applicable Co-insurance of the Vantage Allowable for the remainder of the Benefit Period until the In-Network individual Out-of-Pocket Maximum is met.

**Family:** The family policy In-Network Deductible for In-Network Benefit Level Covered Services is the amount specified in the Cost Share Schedule and Member ID Card. A single family member has met his/her In-Network Deductible by reaching the individual In-Network Deductible amount. Other family members' payments for In-Network Covered Services combine to meet the remainder of the family In-Network Deductible amount. After a Member's and his/her Dependents' payments for In-Network Covered Services during a Benefit Period equal the family In-Network Deductible, the Member pays In-Network Benefit Level Covered Services at the applicable Co-insurance of the Vantage Allowable for the remainder of the Benefit Period until the In-Network family Out-of-Pocket Maximum is met.

#### ***Out-of-Network Deductibles***

The Out-of-Network Deductibles are the amounts that the Member or family must pay each Benefit Period before most Out-of-Network medical benefits are payable under the Plan. Charges above the Vantage Allowable for services provided by Out-of-Network Providers do not apply toward the Out-of-Network Deductibles.

All Out-of-Network Eligible Charges are subject to the Out-of-Network Deductible except Emergency Medical Services, wellness and preventive care, and dental services.

**Individual:** The individual policy Out-of-Network Deductible for Out-of-Network Benefit Level Eligible Charges is the amount specified in the Cost Share Schedule. After a Member's Out-of-Network Benefit Level Eligible Charges to be paid during a Benefit Period equals the Out-of-Network Deductible, the Plan will pay Out-of-Network Benefit Level Eligible

Charges for the Member at the Out-of-Network Co-insurance listed on the Cost Share Schedule.

**Family:** The family policy Out-of-Network Deductible for Out-of-Network Benefit Level Eligible Charges is the amount specified in the Cost Share Schedule. A single family member has met his/her Out-of-Network Deductible by reaching the individual Out-of-Network Deductible amount. Other family members' payments for Eligible Charges combine to meet the remainder of the family Out-of-Network Deductible amount. After a Member's and his or her Dependents' Out-of-Network Benefit Level Eligible Charges to be paid during a Benefit Period equals the family Out-of-Network Deductible, the Plan will pay Out-of-Network Benefit Level Eligible Charges for the family at the Out-of-Network Co-insurance listed on the Cost Share Schedule.

### ***Out-of-Pocket Maximum***

#### ***In-Network Out-of-Pocket Maximum***

The In-Network Out-of-Pocket Maximum described below will limit the amount a Member will pay out-of-pocket for In-Network Benefit Level EHB Covered Services each Benefit Period subject to the exclusions and limitations listed below. Any portion of the In-Network Deductible which was met by Non-EHB Eligible Charges does not apply to the In-Network Out-of-Pocket Maximum.

**Individual:** The In-Network Out-of-Pocket Maximum is a Member's share of In-Network EHB Covered Services as specified in the Cost Share Schedule. After a Member's share of such In-Network EHB Covered Services to be paid during a Benefit Period equals the In-Network Out-of-Pocket Maximum, the Plan will pay those In-Network EHB Covered Services for the Member at 100% of the Vantage Allowable for the remainder of the Benefit Period subject to the exclusions and limitations listed below.

**Family:** The In-Network Out-of-Pocket Maximum is a Member's and his or her Dependents' shares of In-Network EHB Covered Services as specified in the Cost Share Schedule. A single family Member has met his or her In-Network Out-of-Pocket Maximum by reaching the individual In-Network Out-of-Pocket amount. Other family Members' payments combine to meet the remainder of the family Out-of-Pocket Maximum amount. After a Member's and his or her Dependents' shares of such In-Network EHB Covered Services to be paid during a Benefit Period equals the applicable family In-Network Out-of-Pocket Maximum specified in the Cost Share Schedule, the Plan will pay those In-Network EHB Covered Services for that Member and his or her Dependents at 100% of the Vantage Allowable for the remainder of the Benefit Period subject to the exclusions and limitations listed below.

Co-insurance for In-Network Covered Services which are included in or excluded from the In-Network Out-of-Pocket Maximum below is noted in the applicable benefits in this Section.

#### **Exclusions and limitations for In-Network Out-of-Pocket Maximum**

Out-of-Network Benefit Level and Non-EHB Covered Services as well as certain other Member payments (shown below) are excluded from the In-Network Out-of-Pocket Maximum. Charges incurred by a Member for the following will NOT be applied to the In-Network Out-of-Pocket Maximum:

- i. Any portion of the Deductible(s) which was met by any of the exclusions listed below
- ii. Services performed by Out-of-Network Providers (except for Emergency Medical Services)
- iii. Services performed by Medicare Opt-Out Physicians
- iv. Vision Exam for adults Co-insurance
- v. Other non-Essential Health Benefits Co-insurance
- vi. Out-of-Network Medical Deductible and Co-insurance
- vii. Charges in excess of the maximum benefit available including, the difference between the cost of a brand name Prescription Drug and the cost of its Generic Drug equivalent
- viii. Charges that are not Covered Services
- ix. Charges above the Vantage Allowable for Covered Services performed by Out-of-Network Providers

- x. Monthly premium payments
- xi. Prescription Drugs not included in the Plan Drug Formulary, except when approved through the Drug exception process
- xii. Prescription Drugs received from Out-of-Network pharmacies (unless approved as an out-of-area Emergency)
- xiii. Charges above the Vantage Participating pharmacy reimbursement rate for Prescription Drugs received from an Out-of-Network Provider in an approved out-of-area Emergency
- xiv. Specialty Drugs not provided by the Plan's contracted specialty pharmacy

***Out-of-Network Out-of-Pocket Maximum***

There is no Out-of-Pocket Maximum for Out-of-Network Covered Services.

-  **The In-Network benefits that appear on the following pages must be arranged by your MH-PCP and indicate whether In-Network Pre-Authorization is required.**
-  **Certain benefits require that care must be received from Participating Providers and arranged by your MH-PCP. Such benefits included in this section are designated as "No Out-of-Network coverage" in the service category heading or are noted in the "Out-of-Network" column.**
-  **If you receive services from an Out-of-Network Provider, the charges may be significantly more than an In-Network Provider's fees and/or the Vantage Allowable. You may be balance-billed by the Out-of-Network Provider for the cost of services exceeding the Vantage Allowable. In-Network Providers cannot balance-bill Members. Charges above the Vantage Allowable for Covered Services provided by Out-of-Network Providers do not apply to any Deductibles or to the In-Network Out-of-Pocket Maximum.**
-  **All Out-of-Network Eligible Charges are subject to the Out-of-Network Deductible except Emergency Medical Services, wellness and preventive care, and dental services.**
-  **All Eligible Charges performed by Out-of-Network Providers require Pre-Authorization except Emergency Medical Services.**
-  **Coverage shall not be provided and no payment shall be made under this Plan for services performed by Medicare Opt-Out Physicians.**
-  **Specialty Drugs must be provided by the Plan's contracted specialty pharmacy. When Specialty Drugs are not provided by the Plan's contracted specialty pharmacy, regardless of place of service (e.g., inpatient, outpatient, Physician's office, etc.), Pre-Authorization is required and the Plan's payment is limited to what the Plan would have paid its contracted specialty pharmacy less the Member's Cost Share.**
-  **Please refer to the following important information concerning Deductibles, Co-insurance, and the Out-of-Pocket Maximum when reviewing this section.**
  - Covered Services are subject to the Deductibles, Co-insurance, and maximums shown in the Cost Share Schedule.
  - Member Cost Share amounts are applied to the Deductible and then Co-insurance. Co-insurance amounts do not apply toward any Deductibles.
  - Deductibles and Co-insurance are a Member's responsibility and may be due at the time services are rendered.
  - Certain In-Network Co-insurance percentages do not apply to the Out-of-Pocket Maximum and are noted in the applicable benefits in this section.
  - There is no Out-of-Pocket Maximum for Out-of-Network Benefit Level or Non-EHB Covered Services.

## Physician Office Services

Physician office services are Medically Necessary services for the treatment of Accidental Bodily Injury, Illness, injury or disease that are rendered in the Physician's office.

<b>COVERED SERVICE</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK*</b>
<b>Medical Home Primary Care Provider (“MH-PCP”) Office Visits:</b> Family practice, general internal medicine, general pediatrician or general practice Physicians, and nurse practitioners or physician assistants practicing in those fields.	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Gynecology Office Visits:</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Specialty Care Provider Office Visits (including consultation visits):</b> Medical or surgical Physicians, nurse practitioners, and physician assistants other than gynecologists and those providers defined as Medical Home Primary Care Providers.	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Office Procedures and Diagnostic Services:</b> Lab and x-ray services performed in the Physician office. <ul style="list-style-type: none"> <li>▶ Lab</li> <li>▶ Specified other lab. (Contact the Plan for details.)</li> </ul> <b>Requires Pre-Authorization.</b>  <ul style="list-style-type: none"> <li>▶ X-rays, other office procedures<sup>1</sup>, and diagnostic services, excluding major diagnostic testing.</li> </ul> <p><b><sup>1</sup>May require Pre-Authorization.</b></p> <ul style="list-style-type: none"> <li>▶ Major diagnostic testing (See list of services in the Outpatient Hospital Services category.)</li> </ul> <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.

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## Maternity-Related Services

COVERED SERVICE	IN-NETWORK	OUT-OF-NETWORK*
<b>Office Visits:</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Office Procedures and Diagnostic Services:</b> <ul style="list-style-type: none"> <li>▶ Lab</li> <li>▶ Specified other lab. (Contact the Plan for details.)</li> </ul> <b>Requires Pre-Authorization.</b> <ul style="list-style-type: none"> <li>▶ X-rays, other office procedures<sup>1</sup>, and diagnostic services, excluding major diagnostic testing.</li> </ul> <p><b><sup>1</sup>May require Pre-Authorization.</b></p> <ul style="list-style-type: none"> <li>▶ Major diagnostic testing (See list of services in the Outpatient Hospital Services category.)</li> </ul> <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Outpatient Hospital Services:</b> <ul style="list-style-type: none"> <li>▶ Major diagnostic testing (See list of services in the Outpatient Hospital Services category.)</li> </ul> <b>Requires Pre-Authorization.</b> <ul style="list-style-type: none"> <li>▶ Ultrasounds <ul style="list-style-type: none"> <li>• Initial ultrasounds: Two (2) maternity-related ultrasounds.</li> <li>• Additional ultrasounds: Ultrasounds in excess of the two (2) initial ultrasounds.</li> </ul> </li> </ul> <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.  100% Coverage of Vantage Allowable. Not subject to In-Network Deductible.  Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.  Member pays Out-of-Network Co-insurance. Not subject to Out-of-Network Deductible. See Cost Share Schedule.  Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.

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## Wellness & Preventive Care

Wellness and preventive care services include health evaluation for the prevention and early detection of illness, injury or disease provided or arranged by your MH-PCP.

### **PPACA Wellness & Preventive Care Services**

Vantage wellness and preventive care services shall be Covered Services in accordance with the Patient Protection and Affordable Care Act (PPACA or Affordable Care Act) and all rules and regulations issued thereunder. These services shall be provided by In-Network Providers without cost-sharing (i.e., In-Network Cost Share will not apply to wellness and preventive care In-Network Covered Services). Certain Covered Services listed in this Section may not always be classified as wellness and preventive care benefits and will be subject to the Cost Share as noted below. PPACA wellness and preventive care services are listed online at the following websites:

U.S. Preventive Services Task Force

<http://www.uspreventiveservicestaskforce.org/Page/Name/uspstf-a-and-b-recommendations/>

Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention

<http://www.cdc.gov/vaccines/hcp/acip-recs/index.html>

Health Resources and Services Administration

<http://www.hrsa.gov/index.html>

Preventive Prescription Drugs are listed in the Plan Drug Formulary and are labeled as Tier VI. There is no Cost Share for Preventive Prescription Drugs.

<b>COVERED SERVICE</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK *</b>
<b>Annual Examination:</b> <ul style="list-style-type: none"> <li>► One (1) routine physical exam per Member per Benefit Period.</li> <li>► Routine lab services performed as part of the routine physical exam: CBC, CMP, TSH, Lipid Panel and UA.</li> </ul>	100% Coverage of Vantage Allowable. Not subject to In-Network Deductible.	Member pays Out-of-Network Co-insurance. Not subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Colorectal Cancer Screening:</b> <ul style="list-style-type: none"> <li>• Fecal immunochemical test for blood (FIT): One (1) every year as part of the routine physical exam.</li> <li>• CT or capsule colonography or flexible sigmoidoscopy: One (1) every five (5) years for ages 50 and over.</li> </ul> <b>Requires Pre-Authorization.</b> <ul style="list-style-type: none"> <li>• Cologuard Test (fecal DNA): One (1) every three (3) years for low or average risk Members ages 50 and over.</li> </ul> <b>Requires Pre-Authorization.</b> <ul style="list-style-type: none"> <li>• Screening Colonoscopy: One (1) every ten (10) years for ages 50 and over (age 45 for African Americans). High risk Members may be screened more frequently.</li> </ul> <b>Requires Pre-Authorization.</b>	100% Coverage of Vantage Allowable. Not subject to In-Network Deductible. (Any colorectal cancer screening other than the routine colorectal cancer screening is subject to the applicable In-Network Cost Share.)	Member pays Out-of-Network Co-insurance. Not subject to Out-of-Network Deductible. See Cost Share Schedule. (Any colorectal cancer screening other than the routine colorectal cancer screening: 50% Coverage of Vantage Allowable. Member pays 50% of Vantage Allowable. Subject to Out-of-Network Deductible.)
<b>Immunizations &amp; Vaccines:</b>	100% Coverage of Vantage Allowable. Not subject to In-Network Deductible.	Member pays Out-of-Network Co-insurance. Not subject to Out-of-Network Deductible. See Cost Share Schedule.

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## Wellness & Preventive Care (continued)

<b>COVERED SERVICE</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK *</b>
<b>Children's Health:</b> <ul style="list-style-type: none"> <li>▶ Seven (7) visits per Member per Benefit Period for 0 to 12 months of age.</li> <li>▶ Five (5) visits per Member per Benefit Period for 13 to 36 months of age.</li> <li>▶ One (1) routine physical exam per Member per Benefit Period for 36 months of age through age 18.</li> </ul>	100% Coverage of Vantage Allowable.  Not subject to In-Network Deductible.	Member pays Out-of-Network Co-insurance.  Not subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Men's Health:</b> <ul style="list-style-type: none"> <li>▶ One (1) routine prostate test (PSA) per Member per Benefit Period.</li> <li>▶ One (1) digital rectal examination for men over age 50 and as Medically Necessary for men ages 40-50.</li> </ul>	100% Coverage of Vantage Allowable.  Not subject to In-Network Deductible.	Member pays Out-of-Network Co-insurance.  Not subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Women's Health:</b> <ul style="list-style-type: none"> <li>▶ <b>Routine pelvic examination:</b> Includes one (1) routine Pap test per Member per Benefit Period.</li> <li>▶ <b>Screening Mammogram:</b> Including but not limited to breast tomosynthesis. <ul style="list-style-type: none"> <li>▪ One (1) baseline mammogram for any woman who is 35-39 years of age.</li> <li>▪ One (1) mammogram every twelve (12) to twenty-four (24) months for any woman who is 40-49 years of age, or more frequently if recommended by a Physician.</li> <li>▪ One (1) mammogram every twelve (12) months for any woman who is 50 years of age or older.</li> </ul> </li> </ul>	100% Coverage of Vantage Allowable.  Not subject to In-Network Deductible.  (Any gynecological examination other than the routine pelvic exam and PAP test is subject to the applicable In-Network Cost Share.)  100% Coverage of Vantage Allowable.  Not subject to In-Network Cost Share.  (Any mammography other than the screening mammogram is subject to the applicable In-Network Cost Share.)	Member pays Out-of-Network Co-insurance.  Not subject to Out-of-Network Deductible. See Cost Share Schedule.  (Any gynecological examination other than the routine pelvic exam and PAP test: 50% Coverage of Vantage Allowable. Member pays 50% of Vantage Allowable. Subject to Out-of-Network Deductible.)  Member pays Out-of-Network Co-insurance.  Not subject to Out-of-Network Cost Share. See Cost Share Schedule.  (Any mammography other than the screening mammogram: 50% Coverage of Vantage Allowable. Member pays 50% of Vantage Allowable. Subject to Out-of-Network Deductible.)
<b>Vantage Wellness Program (administered by Affinity Health Network):</b> Vantage offers the following four (4) wellness incentive programs: <ul style="list-style-type: none"> <li>▶ Health Maintenance;</li> <li>▶ Tobacco Cessation;</li> <li>▶ Weight Loss; and</li> <li>▶ Combination Weight Loss and Tobacco Cessation.</li> </ul>	100% Coverage of Vantage Allowable for Affinity Health Network services only.  Not subject to In-Network Deductible.	No Out-of-Network coverage.

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## Inpatient Hospital Services

Providers' services which are Medically Necessary for the treatment of Accidental Bodily Injury, Illness, injury or disease rendered while admitted as an inpatient to a facility. Perioperative services rendered by a Registered Nurse First Assistant will be covered if the same service would be covered when rendered by a Physician. Inpatient Hospital services include the rooms, equipment, Drugs, blood transfusions, and medical supplies. The following are also included when the services are rendered by facility-based Physicians: anesthesia, diagnostic services, Physical Therapy, and psychological testing when ordered by the attending Physician.

<b>COVERED SERVICE</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK*</b>
<b>Inpatient Semi-Private Room:</b> Including Intensive Care Units (ICU) and Cardiac Care Units (CCU).  <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance.  Subject to In-Network Deductible.  See Cost Share Schedule.	Member pays Out-of-Network Co-insurance.  Subject to Out-of-Network Deductible.  See Cost Share Schedule.
<b>Physician Services:</b> Surgery, pre- and post-operative medical visits, assistant surgeon services if warranted, approved anesthesia services by CRNA or Physician, consultations, concurrent care, and in-Hospital visits.	Member pays In-Network Co-insurance.  Subject to In-Network Deductible.  See Cost Share Schedule.	Member pays Out-of-Network Co-insurance.  Subject to Out-of-Network Deductible.  See Cost Share Schedule.

## Ambulatory Surgery Unit (ASU) or Outpatient Surgery

Providers' services which are Medically Necessary for the treatment of Accidental Bodily Injury or Illness, injury or disease rendered in a Hospital or a free-standing surgical facility, whether affiliated with a Physician's office or not.

<b>COVERED SERVICE</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK*</b>
<b>Ambulatory Surgery Unit (ASU) or Outpatient Surgery:</b>  <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance.  Subject to In-Network Deductible.  See Cost Share Schedule.	Member pays Out-of-Network Co-insurance.  Subject to Out-of-Network Deductible.  See Cost Share Schedule.
<b>Physician Services:</b> Surgery, pre- and post-operative medical visits, assistant surgeon services if warranted, approved anesthesia services by CRNA or Physician, and consultations.	Member pays In-Network Co-insurance.  Subject to In-Network Deductible.  See Cost Share Schedule.	Member pays Out-of-Network Co-insurance.  Subject to Out-of-Network Deductible.  See Cost Share Schedule.

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## Outpatient Hospital Services

COVERED SERVICE	IN-NETWORK	OUT-OF-NETWORK*
<b>Observation Stay:</b> <ul style="list-style-type: none"> <li>▶ Facility</li> <li>▶ Physician Services</li> </ul> <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Major Diagnostic Testing:</b> Including, but not limited to: <ul style="list-style-type: none"> <li>▶ Bone scan</li> <li>▶ Cardiac stress test</li> <li>▶ CAT scan</li> <li>▶ Echocardiogram</li> <li>▶ EEG</li> <li>▶ EMG</li> <li>▶ Event monitor</li> <li>▶ HIDA scan</li> <li>▶ Holter monitor</li> <li>▶ MRI</li> <li>▶ Nerve conduction study</li> <li>▶ Nuclear cardiac stress test</li> <li>▶ Nuclear medicine test</li> <li>▶ PET scan</li> <li>▶ Pulmonary function test</li> <li>▶ Sleep study</li> </ul> <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Other Hospital Outpatient Services:</b> <ul style="list-style-type: none"> <li>▶ Lab services</li> <li>▶ Specified other lab (Contact the Plan for details.)</li> <li>▶ <b>Requires Pre-Authorization.</b></li> <li>▶ Diagnostic tests, x-rays, injections, infusions, and other Hospital outpatient services not listed elsewhere in this Section IV and not performed in an office visit setting.</li> </ul>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.

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## Emergency Medical Services

Emergency Medical Services are those medical services necessary to screen, evaluate, and stabilize an Emergency Medical Condition. Coverage is available for Accidental Bodily Injury or sudden onset of an acute Illness (see Emergency criteria below). **Return visits** to the Emergency facility for follow-up care are **not covered**. Payments of claims for Emergency Medical Services rendered by a Non-Participating Health Care Provider are not made directly to the Member.

Examples of Emergency criteria include:

- Severe pain or the sudden onset of pain. Examples include: chest pain, headache with neurological changes or acute severe abdominal pain.
- Severe bleeding
- Respiratory distress
- Accidental Bodily Injuries. Examples include: 2<sup>nd</sup> & 3<sup>rd</sup> degree burns, lacerations requiring sutures, or bone fractures.
- Unconsciousness
- Convulsions

 **If you receive Emergency Medical Services from any Out-of-Network Provider, including ambulance services, your Cost Share is based on the Vantage Allowable. In addition, you may be balance-billed.**

COVERED SERVICE	IN-NETWORK	OUT-OF-NETWORK*
<b>Emergency Room Service and Supplies:</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.
<b>Ambulance Service:</b> Ambulance service provided by a professional ambulance service for local ground transportation to a Hospital for a covered medical Emergency, including the authorized transportation of a Newborn and Temporarily Medically Disabled Mother. Air ambulance services are available only if this type of Ambulance Service is requested by policing or medical authorities at the site in an Emergency situation or the Member is in a location that cannot be reached by a ground ambulance.	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.
<b>Ambulance Transfers:</b> Ambulance transfers by a professional ambulance service from an Out-of-Network Provider Hospital to an In-Network Provider Hospital or from a Hospital to other medical facility if Medically Necessary.	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.

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## Durable Medical Equipment and Supplies

Durable Medical Equipment (DME) are items that serve a medical purpose only and are Medically Necessary for the treatment of Illness or injury, and can withstand long-term repeated use, and are appropriate for home use.



**Supplies must be Medically Necessary and provided by or under the direction of a Physician outside of a Hospital, Skilled Nursing Facility (SNF), or other Vantage approved health care facility. Replacement of an item previously furnished will be solely at Vantage's option.**

COVERED SERVICE	IN-NETWORK	OUT-OF-NETWORK*
<b>Durable Medical Equipment and Supplies as defined in "Definitions" (Section III):</b> <ul style="list-style-type: none"> <li>► Oxygen and rental of equipment for its administration. <b>Requires Pre-Authorization.</b></li> <li>► Rental, not to exceed purchase price, of:           <ul style="list-style-type: none"> <li>▪ Wheelchair, crutches, canes or walkers</li> <li>▪ Hospital bed</li> <li>▪ Home ventilation equipment for treatment of Chronic and acute respiratory failure. <b>Requires Pre-Authorization.</b></li> </ul> </li> </ul>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Diabetic Supplies:</b> Limited to Glucocard Shine Meter Kit blood glucose monitoring system (1 meter per Benefit Period) and Glucocard Shine Test Strips (50-count packages) manufactured by ARKRAY USA, Inc. Members may receive up to a 90 day supply per order. <ul style="list-style-type: none"> <li>► Affinity Health Network Pharmacies</li> <li>► All other Providers</li> </ul>	100% Coverage of Vantage Allowable. Not subject to In-Network Deductible.  Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Not applicable.  Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Hearing Aid for Minor Member:</b> Member must be under the age of eighteen (18). The hearing aid must be fitted and dispensed by a Participating licensed audiologist or hearing aid specialist following a medical clearance by a Participating Physician and an audiological evaluation medically appropriate to the age of the minor Member. The maximum benefit shall cover a mid-level digital hearing aid for each ear with hearing loss not to exceed one every thirty-six (36) months.  <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.

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### Durable Medical Equipment and Supplies (continued)

COVERED SERVICE	IN-NETWORK	OUT-OF-NETWORK*
<b>Insulin Pump, Training and Supplies:</b> ► Limited to one pump per Member per lifetime. No replacements are covered. Medical Necessity criteria must be met.  ► Training, supplies, and other services specific to the insulin pump.  <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance.  Subject to In-Network Deductible.  See Cost Share Schedule.	No Out-of-Network coverage.
<b>Orthotic Devices:</b> Repair or replacement of the orthotic device is covered only within a reasonable time period from the date of purchase subject to the expected lifetime of the device. The benefit for deluxe devices will be based on the Vantage Allowable for standard devices. Deluxe devices solely for comfort or convenience will only be provided when documented to be Medically Necessary.  <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance.  Subject to In-Network Deductible.  See Cost Share Schedule.	Member pays Out-of-Network Co-insurance.  Subject to Out-of-Network Deductible.  See Cost Share Schedule.
<b>Prosthetic Devices and Prosthetic Services:</b> Artificial limbs, braces and appliances to replace physical organs or parts that are not surgically implanted. Must be designed to aid or maximize function, stability, and safety. Prosthetic Device or prosthesis must be Medically Necessary as a result of injury or illness.  <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance.  Subject to In-Network Deductible.  See Cost Share Schedule.	Member pays Out-of-Network Co-insurance.  Subject to Out-of-Network Deductible.  See Cost Share Schedule.

### After-Hours/Walk-In Clinics and Urgent Care Centers

Prior to receiving services at an After-Hours/Walk-In Clinic or Urgent Care Center, please confirm the “specialty” type in the Provider Directory online at [VantageHealthPlan.com](http://VantageHealthPlan.com) or contact Vantage’s Member Services department. Your Cost Share may differ based on the “specialty” type.

COVERED SERVICE	IN-NETWORK	OUT-OF-NETWORK*
<b>After-Hours/Walk-In Clinics:</b>	Member pays In-Network Co-insurance.  Subject to In-Network Deductible.  See Cost Share Schedule.	Member pays Out-of-Network Co-insurance.  Subject to Out-of-Network Deductible.  See Cost Share Schedule.
<b>Urgent Care Centers:</b>   <b>Follow-up visits require Pre-Authorization.</b>	Member pays In-Network Co-insurance.  Subject to In-Network Deductible.  See Cost Share Schedule.	Member pays Out-of-Network Co-insurance.  Subject to Out-of-Network Deductible.  See Cost Share Schedule.

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## Extended Care Facilities

COVERED SERVICE	IN-NETWORK	OUT-OF-NETWORK*
<b>Long-Term Acute Care Facility (post-acute Illness or injury):</b> Semi-private room and board and Medically Necessary services. <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Rehabilitation Facility (post-acute Illness or injury, non-custodial):</b> Semi-private room and board and Medically Necessary services and supplies. Member must be able to tolerate a minimum of three (3) hours of active therapy per day. Must begin within seventy-two (72) hours following the discharge from an inpatient Hospital admission for the same or similar condition. <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Skilled Nursing Facility (post-Hospital, non-custodial):</b> Semi-private room and board and Medically Necessary services and supplies. <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.

## Other Covered Services

COVERED SERVICE	IN-NETWORK	OUT-OF-NETWORK*
<b>Allergenic Testing:</b> Diagnostic testing and immuno-therapy. <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Attention Deficit/Hyperactivity Disorder:</b> Diagnosis and treatment of attention deficit/hyperactivity disorder.	<b>Office Visits:</b> Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.  <b>Other Services:</b> Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule. <b>Requires Pre-Authorization.</b>	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.  Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.

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**Other Covered Services (continued)**

COVERED SERVICE	IN-NETWORK	OUT-OF-NETWORK*
<b>Bone Density (Bone Mass Measurement):</b> <ul style="list-style-type: none"> <li>• One (1) preventive bone density screening after age 50.</li>   <li>• Other bone density tests for the following Members:<ul style="list-style-type: none"> <li>(a) An estrogen-deficient woman at clinical risk of osteoporosis who is considering treatment;</li> <li>(b) An individual receiving long-term steroid therapy; or</li> <li>(c) An individual being monitored to assess the response to or efficacy of approved osteoporosis drug therapies.</li> </ul></li> </ul> <b>Requires Pre-Authorization.</b>	100% Coverage of the Vantage Allowable.  Not subject to In-Network Deductible.  Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance.  Not subject to Out-of-Network Deductible.  Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Cardiac Rehabilitation:</b> Cardiac rehabilitation following services provided for myocardial infarction, coronary artery bypass surgery, or stable angina pectoris. <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Chemotherapy:</b> Includes intravenous, injected and oral cancer medications. <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Cleft Lip and Cleft Palate:</b> Treatment and correction of cleft lip and cleft palate includes coverage for secondary conditions and treatment attributable to primary diagnosis of cleft lip/cleft palate including: ► Oral/facial surgery, management and follow-up ► Prosthetic Devices ► Orthodontic treatment and management ► Preventive/restorative dentistry associated with prosthetic and/or orthodontic treatment ► Speech-language evaluation/therapy ► Audiological assessments and amplification devices ► Otolaryngology treatment ► Psychological assessment and counseling ► Genetic Assessment and counseling for patient and parents	<b>Office Visits:</b> Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.  <b>Surgery:</b> Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.  <b>Requires Pre-Authorization.</b>  <b>Other Cleft Lip and Cleft Palate Services:</b> Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.  <b>Requires Pre-Authorization.</b>	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.  Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.  Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.

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**Other Covered Services (continued)**

COVERED SERVICE	IN-NETWORK	OUT-OF-NETWORK*
<b>Cochlear Implant:</b> <ul style="list-style-type: none"> <li>▶ Limited to one (1) unilateral cochlear implant per Member per lifetime. No replacements are covered. Medical Necessity criteria must be met.</li> <li>▶ Training and other services specific to the cochlear implant.</li> </ul> <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Diabetes Management:</b> Outpatient self-management training (including the initial self-monitoring equipment and supplies) and education/medical nutrition therapy for the treatment of insulin-dependent diabetes, insulin-using diabetes, gestational diabetes, and non-insulin-using diabetes if prescribed by the primary attending Physician. Such outpatient training and nutrition therapy programs shall be provided by a health care professional in compliance with the National Standards for Diabetes Self-Management Education Program, as developed by the American Diabetes Association. Diabetic supplies are limited to a specific manufacturer, products and/or brands. <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Dialysis:</b> Treatment must be obtained from a certified Dialysis Treatment Center. Treatments covered may include hemodialysis, peritoneal dialysis and hemofiltration. <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Disposable Medical Equipment or Supplies:</b> Disposable medical equipment or supplies (excluding glucometer, diabetic strips, and lancets) related to and necessary for the administration of Prescription Drugs, such as syringes and needles, and other disposable medical equipment or supplies which have a primary medical purpose are covered and will be subject to reasonable quantity limits as determined by Vantage. <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Home Health Care (non-custodial):</b> Furnished in Member's home by a Participating home health agency. <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	No Out-of-Network coverage.

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**Other Covered Services (continued)**

COVERED SERVICE	IN-NETWORK	OUT-OF-NETWORK*
<b>Hospice Care:</b> Medically Necessary services and supplies of Participating Provider. <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	No Out-of-Network coverage.
<b>Interpreter Services for the Deaf or Hard of Hearing:</b> Includes coverage for expenses incurred by any Member who is deaf or hard of hearing for services performed by a qualified interpreter/transliterator, other than a family member of the Member, when such services are used by the Member in connection with medical treatment or diagnostic consultations performed by a Health Care Provider. <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Intrauterine Device (IUD) for Birth Control:</b> Contraceptive device, such as Mirena, Paragard, or Skyla, furnished and administered by a MH-PCP or OB/GYN. Coverage includes insertion and/or removal of device.	100% Coverage of Vantage Allowable. Not subject to In-Network Deductible.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Low Protein Foods for Treatment of Inherited Metabolic Diseases:</b> Low protein foods, defined as less than one gram of protein per serving, that are intended to be used under the direction of a Physician for the Medically Necessary dietary treatment of the following inherited metabolic diseases: <ul style="list-style-type: none"> <li>► Glutaric Acidemia,</li> <li>► Isovaleric Acidemia (IVA),</li> <li>► Maple Syrup Urine Disease,</li> <li>► Methylmalonic Acidemia (MMA),</li> <li>► Phenylketonuria (PKU),</li> <li>► Propionic Acidemia,</li> <li>► Tyrosinemia and</li> <li>► Urea Cycle Defects.</li> </ul> Vantage must approve the food source prior to coverage. Low protein food products shall not include a food that is naturally low in protein. <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Nutritional Counseling:</b> Maximum of four (4) visits per Benefit Period. <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.

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**Other Covered Services (continued)**

COVERED SERVICE	IN-NETWORK	OUT-OF-NETWORK*
<p><b>Oral Surgery:</b>  For the purposes of this benefit, sound natural teeth include those, which are capped, crowned or attached by way of a crown or cap to a bridge. Sound natural teeth may have fillings or a root canal. Includes:</p> <ul style="list-style-type: none"> <li>▶ Excision of tumors or cysts (excluding odontogenic cysts) of the jaws, gums, cheeks, lips, tongue, roof and floor of mouth.</li> <li>▶ Extraction of impacted teeth.</li> <li>▶ Dental care and treatment including surgery and dental appliances required to correct Accidental Injuries of the jaws, cheeks, lips, tongue, roof or floor of mouth, and of sound natural teeth.</li> <li>▶ Excision of exostoses or tori of the jaws and hard palate.</li> <li>▶ Incision and drainage of abscess and treatment of cellulitis.</li> <li>▶ Incision of accessory sinuses, salivary glands, and salivary ducts.</li> <li>▶ Anesthesia for the above services or procedures when rendered by an oral surgeon.</li> <li>▶ Anesthesia for the above services or procedures when rendered by a dentist who holds all required permits or training to administer such anesthesia.</li> <li>▶ Anesthesia when rendered in a Hospital setting and for associated Hospital charges when a Member's mental or physical condition requires dental treatment to be rendered in a Hospital setting. Anesthesia Benefits are not available for treatment rendered for temporomandibular joint (TMJ) disorders.</li> </ul> <p>Benefits are available for dental services not otherwise covered by this Benefit Plan, when specifically required for head and neck cancer patients. Benefits are limited to preparation for or follow-up to radiation therapy involving the mouth.</p>	<p><b>Office Visits:</b>  Member pays In-Network Co-insurance.  Subject to In-Network Deductible.  See Cost Share Schedule.</p> <p><b>Surgery and Other Oral Surgery Services:</b>  Member pays In-Network Co-insurance.  Subject to In-Network Deductible.  See Cost Share Schedule.  <b>Requires Pre-Authorization.</b></p>	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.

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**Other Covered Services (continued)**

COVERED SERVICE	IN-NETWORK	OUT-OF-NETWORK*
<p><b>Outpatient Habilitative Services and Devices:</b> Habilitative Services and Devices help a person keep, learn, or improve skills and functioning for daily living. Includes:</p> <p><b>Autism Spectrum Disorders:</b> Member must be under the age of twenty-one (21). Includes coverage for diagnosis and treatment for Autistic Disorder, Asperger's Disorder, Pervasive Developmental Disorder Not Otherwise Specified, and any other pervasive developmental disorder defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM). Treatment by Providers that includes Applied Behavior Analysis must be certified by the Behavior Analyst Certification Board or provide documented evidence of equivalent education, professional training, and supervised experience.</p> <p><b>Requires Pre-Authorization.</b></p>	<p>Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.</p>	<p>Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.</p>
<p><b>Outpatient Rehabilitation Services:</b></p> <p>► <b>Occupational and Speech Therapy:</b> Services after illness or injury to restore pre-existing function. Services must be obtained from a licensed occupational or speech therapist, other than an individual who resides in the Member's home or who is a family member.</p> <p><b>Requires Pre-Authorization.</b></p> <p>► <b>Physical Therapy:</b> Services provided by a licensed physical therapist other than an individual who resides in the Member's home or who is a family member.</p> <p><b>Requires Pre-Authorization.</b></p>	<p>Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.</p> <p>Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.</p>	<p>Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.</p> <p>Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.</p>
<p><b>Private Duty Nursing:</b> Services performed in an outpatient setting by a nurse who is not related to the Member by blood, marriage, or adoption and does not reside inside the Member's home. Inpatient Private Duty Nursing is not covered.</p> <p>Maximum of one hundred fifty (150) hours per Benefit Period.</p> <p><b>Requires Pre-Authorization.</b></p>	<p>Member pays In-Network Co-insurance. Subject to In-Network Deductible.</p>	<p>No Out-of-Network Coverage.</p>
<p><b>Radiation Therapy:</b></p> <p><b>Requires Pre-Authorization.</b></p>	<p>Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.</p>	<p>Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.</p>

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**Other Covered Services (continued)**

COVERED SERVICE	IN-NETWORK	OUT-OF-NETWORK*
<b>Spinal Manipulation and Spinal Adjustment:</b> Treatment of dislocation, subluxation or misplacement of vertebrae and/or strains and sprains of soft tissues related to the spine provided by a Health Care Provider. <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.

## **Vision Services**

Vantage covers Vision Services for Children age 18 and younger in accordance with FEDVIP Vision coverage.  
View a complete list of Vision Services for Children at:

<http://cvw1.davisvision.com/forms/StaticFiles/English/FEP2014BenefitBooklet.pdf>

COVERED SERVICE	IN-NETWORK	OUT-OF-NETWORK*
<b>Vision Exam for Children:</b> One (1) visit annually for children age 18 and younger. Includes dilation (refraction).	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Vision Exam for Adults:</b> One (1) visit annually.	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule. <b>Not included in the Out-of-Pocket Maximum.</b>	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Glasses and Contact Lenses for Children:</b> One (1) pair of basic frames and lenses or twelve-month (12-month) supply of contact lenses annually for children age 18 and younger. Glasses and contact limitations apply.	Member pays 50% Co-insurance of Vantage Allowable. Subject to In-Network Deductible.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.

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## Dental Services

Vantage covers all Dental Services listed in FEDVIP Dental. View a complete list of Dental Services at:  
[www.opm.gov/healthcare-insurance/healthcare/plan-information/plan-codes/2014/brochures/MetLife.pdf](http://www.opm.gov/healthcare-insurance/healthcare/plan-information/plan-codes/2014/brochures/MetLife.pdf)

<b>COVERED SERVICE</b>	<b>IN-NETWORK</b>	<b>OUT-OF-NETWORK*</b>
<b>Preventive Dental Exam and Cleaning for Children:</b> Two (2) visits annually for children age 18 and younger.	100% Coverage of Vantage Allowable. Not subject to any Deductible.	100% Coverage of Vantage Allowable. Not subject to any Deductible. Member may be balance-billed.
<b>Preventive Bitewing X-rays for Children:</b> Two (2) sets of x-rays annually for children age 18 and younger.	100% Coverage of Vantage Allowable. Not subject to any Deductible.	100% Coverage of Vantage Allowable. Not subject to any Deductible. Member may be balance-billed.
<b>Preventive Dental Exam and Cleaning for Adults:</b> Two (2) visits annually.	100% Coverage of Vantage Allowable. Not subject to any Deductible.	100% Coverage of Vantage Allowable. Not subject to any Deductible. Member may be balance-billed.
<b>Preventive Bitewing X-rays for Adults:</b> One (1) set of x-rays annually.	100% Coverage of Vantage Allowable. Not subject to any Deductible.	100% Coverage of Vantage Allowable. Not subject to any Deductible. Member may be balance-billed.
<b>Comprehensive Dental Services for Children:</b> View a complete list of Comprehensive Dental Services for children age 18 and younger at: <a href="http://www.opm.gov/healthcare-insurance/healthcare/plan-information/plan-codes/2014/brochures/MetLife.pdf">www.opm.gov/healthcare-insurance/healthcare/plan-information/plan-codes/2014/brochures/MetLife.pdf</a>  ► Basic Dental ► Intermediate/ Major Dental <b>Requires Pre-Authorization.</b>	Member pays Comprehensive Dental Services Co-insurance. Subject to applicable Deductible.	Member pays Comprehensive Dental Services Co-insurance. Subject to applicable Deductible. Member may be balance-billed.
<b>Orthodontia for Children:</b> Medically Necessary orthodontia for children age 18 and younger. <b>Requires Pre-Authorization.</b>	Member pays Comprehensive Dental Services Co-insurance. Subject to applicable Deductible.	Member pays Comprehensive Dental Services Co-insurance. Subject to applicable Deductible. Member may be balance-billed.

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## Mental Health and Alcohol & Chemical Dependency Services

COVERED SERVICE	IN-NETWORK	OUT-OF-NETWORK*
<b>Outpatient Mental Health Services:</b> Includes coverage for mental illness and the following severe mental illnesses: <ul style="list-style-type: none"> <li>► Anorexia</li> <li>► Bipolar disorder</li> <li>► Bulimia</li> <li>► Intermittent explosive disorder</li> <li>► Major depressive disorder</li> <li>► Obsessive-compulsive disorder</li> <li>► Panic disorder</li> <li>► Posttraumatic stress disorder</li> <li>► Psychosis not otherwise specified when diagnosed in a child under 17 years of age</li> <li>► Rett's Disorder</li> <li>► Schizophrenia or schizoaffective disorder</li> <li>► Tourette's Disorder</li> </ul>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Inpatient Mental Health Services:</b> Includes coverage for mental illness and the following severe mental illnesses: <ul style="list-style-type: none"> <li>► Anorexia</li> <li>► Bipolar disorder</li> <li>► Bulimia</li> <li>► Intermittent explosive disorder</li> <li>► Major depressive disorder</li> <li>► Obsessive-compulsive disorder</li> <li>► Panic disorder</li> <li>► Posttraumatic stress disorder</li> <li>► Psychosis not otherwise specified when diagnosed in a child under 17 years of age</li> <li>► Rett's Disorder</li> <li>► Schizophrenia or schizoaffective disorder</li> <li>► Tourette's Disorder</li> </ul> <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Outpatient Alcohol &amp; Chemical Dependency:</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.
<b>Inpatient Alcohol &amp; Chemical Dependency:</b> <b>Requires Pre-Authorization.</b>	Member pays In-Network Co-insurance. Subject to In-Network Deductible. See Cost Share Schedule.	Member pays Out-of-Network Co-insurance. Subject to Out-of-Network Deductible. See Cost Share Schedule.

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## **Explanation of Approved Transplant Services (NO TIER II OR OUT-OF-NETWORK COVERAGE)**

- It is the Member's responsibility to ensure that all requested services are reviewed and authorized by Vantage prior to provision of those services. Failure to do so for any transplant-related service will result in non-payment of those services. In order to be approved by Vantage for payment, the transplant services must be included in Vantage coverage (see below) and performed at a designated Vantage transplant facility and deemed Medically Necessary and appropriate for the medical condition for which the transplant is proposed.
- Approved Transplant Services is defined to include all Medically Necessary health services and supplies rendered at a Designated Transplant Facility (defined below) during the Benefit Period which are related to transplantation, and approved in writing by Vantage prior to the delivery of any services. Such services shall include, but are not limited to, Hospital charges, Physician charges, organ procurement and tissue typing, and ancillary services rendered during the Benefit Period. Only for the purposes of this benefit, a Benefit Period is defined as the period of time from the date the Member receives prior authorization and an initial evaluation for the transplant procedure, until the earliest of: (a) one year from the date the transplant procedure was actually performed; (b) the date coverage under this Plan terminates; or (c) the date of the Member's death.
- A Designated Transplant Facility is defined as a facility that has entered into an agreement with Vantage to render Approved Transplant Services. The Designated Transplant Facility will be determined by Vantage and may or may not be located within the Member's geographic area. Applications from transplant facilities shall be considered and approved by Vantage in accordance with the requirements of Louisiana R.S. 22:1231 and 22:1232.
- Approved Transplant Services include: (a) kidney; (b) bone marrow or peripheral stem cell transplantation (except in conjunction with High Dose Chemotherapy for the treatment of solid tumors including breast cancer unless coverage is extended by the Utilization Review/Quality Management Committee); (c) liver; (d) heart; (e) heart-lung; (f) pancreas; (g) lung (single/double); (h) kidney/pancreas; and (i) small bowel.
- The following tissue transplants are also covered: (a) blood transfusions; (b) autologous parathyroid transplants; (c) corneal transplants; (d) bone and cartilage grafting; (e) skin grafting; and (f) autologous islet cell transplants.

Other tissue/solid organ transplant procedures which Vantage determines have become standard, effective practice and have been determined to be effective procedures by peer review literature as well as other resources used to evaluate new procedures will be considered on a case-by-case basis.

- Immunosuppressive Drugs after Approved Transplant Services are covered under the Prescription Drug benefit and according to the Plan Drug Formulary.
- No benefits are payable under this Transplant Benefit for: (a) organ transplants which are not listed as Approved Transplant Services; (b) animal to human transplants; (c) artificial or mechanical devices designed to replace human organs; and (d) services required to keep a donor alive for the transplant.



**Approved Transplant Services are subject to the In-Network Deductible and applicable In-Network Co-insurance.**



**Approved Transplant Services require Pre-Authorization.**



**There is no Tier II or Out-of-Network coverage for Approved Transplant Services.**

## **Prescription Drug Benefits (NO OUT-OF-NETWORK COVERAGE)**

The Plan Drug Formulary is a comprehensive listing of Drugs covered by this Plan. Vantage reserves the right to make changes to its Plan Drug Formulary consistent with federal and state law and the Food and Drug Administration (“FDA”) recommendations. Plan Drug Formulary changes are made at the Benefit Plan effective date, unless immediate action is required by the FDA. All Prescription Drugs included in the Plan Drug Formulary are either approved by the FDA for the diagnosis or condition for which it is being prescribed or supported by the American Hospital Formulary Service Drug Information book, the DRUGDEX Information System, or the USPDI or its successor. Vantage’s team of doctors and pharmacists perform a comprehensive review and update of the Plan Drug Formulary annually, but revisions are made monthly as new updates are released by the FDA.

Your pharmacy Plan is mandatory generic which means if a brand name Prescription Drug is available as a Generic Drug and you receive the brand name Prescription Drug, you are not only responsible for the applicable Generic Drug Cost Share but also for an additional cost. The additional cost is the difference between the cost of the brand name Prescription Drug and the cost of the available Generic Drug at the time of fill. Generic or brand status, drug tiers, and any applicable restrictions may change monthly.

Certain Tier V Prescription Drugs must be provided by one of the Plan’s contracted specialty pharmacies. Specialty pharmacy availability may vary by Drug and the preferred specialty pharmacy is noted in the Plan Drug Formulary beside each Drug name. The preferred specialty pharmacies listed are known suppliers of certain Specialty Drugs. However, a Member may use any pharmacy willing to agree in writing to provide pharmaceutical services and products that meet all the terms and requirements as stated in Vantage’s pharmacy benefits manager’s contracting agreements, including the same administrative, financial, and professional conditions and a minimum contract term of one year if requested, that apply to all other pharmacies or pharmacists who have been designated as providers under the Plan.

When these specified Prescription Drugs are not provided by one of the contracted specialty pharmacies as listed in the Plan Drug Formulary, regardless of place of service (e.g., inpatient, outpatient, Physician’s office, etc.), Pre-Authorization is required and the Plan’s payment is limited to what the Plan would have paid the listed specialty pharmacy less the Member’s Cost Share. Prescription Drugs provided by the Plan’s contracted specialty pharmacies are included in the In-Network Out-of-Pocket Maximum. Certain Tier V Prescription Drugs are high cost Drugs and pharmaceuticals produced through DNA technology or biological processes that target Chronic or complex disease states and require unique handling, distribution, or administration as well as a customized medical management program for successful use.

All Prescription Drugs dispensed according to the Vantage Plan Drug Formulary and incidental to outpatient care prescribed by a Participating Physician and dispensed by a Participating pharmacy are covered at the current Vantage Participating pharmacy reimbursement rate less the applicable Member Cost Share not to exceed a consecutive 30-day supply of a Prescription Drug, unless limited by the manufacturer’s packaging.

Prescription Drugs are covered only if approved by the FDA for use and sale in the United States. Therefore, even if the manufacturer has FDA approval for a Drug, the version produced for foreign markets usually does not meet all of the requirements of the United States approval, and thus it is considered to be unapproved.

If you have questions regarding the Plan Drug Formulary, coverage of a Drug, or how to request Plan Drug Formulary exceptions, please call Vantage’s Member Services toll-free at (844) 833-7505. You can also view the Plan Drug Formulary, documents providing information on Pre-Authorization, quantity limit, and step therapy requirements, and the Plan Drug Formulary exception process on our website, [www.VantageHealthPlan.com](http://www.VantageHealthPlan.com).

## **Prescription Drug Benefits (NO OUT-OF-NETWORK COVERAGE)**

Prescription Drugs associated with an approved out-of-area Emergency will be covered at an amount not to exceed the current Vantage Participating pharmacy reimbursement rate less applicable Cost Share. The remaining amount is the Member's financial responsibility.

Co-payments and Co-insurance are applied to the total cost of the Prescription Drug, including the sales tax.

**Some Prescription Drugs require Pre-Authorization. All Tier V Prescription Drugs require Pre-Authorization.**

**See Section V of this Certificate for applicable Prescription Drug benefit exclusions and limitations.**

**Most In-Network Prescription Drugs are subject to the In-Network Deductible and/or Prescription Drug Co-insurance. See Cost Share Schedule.**

**In-Network Prescription Drug Cost Shares are included in the In-Network Out-of-Pocket Maximum.**

## Prescription Drug Benefits (continued)

**Quantity limits vary by Prescription Drug. Please refer to your formulary for applicable quantity limits. All Tier V Prescription Drugs are limited to a 30-day supply.**

<b>RETAIL PRESCRIPTION DRUGS</b>	<b>IN-NETWORK</b>
<b>Tier I Prescription Drugs:</b> <ul style="list-style-type: none"> <li>• Affinity Health Network pharmacies</li>   <li>• All other In-Network pharmacies</li> </ul>	100% Coverage. Not subject to In-Network Deductible.  Member pays Tier I Co-insurance per Prescription Drug. Subject to In-Network Deductible. See Cost Share Schedule.
<b>Tier II Prescription Drugs:</b>	Member pays Tier II Co-insurance per Prescription Drug. Subject to In-Network Deductible. See Cost Share Schedule.
<b>Tier III Prescription Drugs:</b>	Member pays Tier III Co-insurance per Prescription Drug. Subject to In-Network Deductible. See Cost Share Schedule.
<b>Tier IV Prescription Drugs:</b>	Member pays Tier IV Co-insurance per Prescription Drug. Subject to In-Network Deductible. See Cost Share Schedule.
<b>Tier V Prescription Drugs:</b>	Member pays Tier V Co-insurance per Prescription Drug. Subject to In-Network Deductible. See Cost Share Schedule.
<b>Tier VI Preventive Prescription Drugs:</b>	100% Coverage. Not subject to In-Network Deductible.
<b>Diabetic Supplies and Meters at a Pharmacy:</b> Limited to Glucocard Shine Meter Kit blood glucose monitoring system (1 meter per Benefit Period) and Glucocard Shine Test Strips (50-count packages) manufactured by ARKRAY USA, Inc. Members may receive up to a 90-day supply per order. <ul style="list-style-type: none"> <li>• Affinity Health Network pharmacies</li>   <li>• All other In-Network pharmacies</li> </ul>	100% Coverage. Not subject to In-Network Deductible.  Member pays applicable Prescription Drug Tier Cost Share. May be subject to the In-Network Deductible. See Cost Share Schedule.
<b>MAIL ORDER PRESCRIPTION DRUGS</b>	<b>IN-NETWORK</b>
<b>All Tiers:</b>	See Cost Share Schedule.

## Additional Benefits

### **Continuity Of Care:**

In order to ensure continuity of care, Vantage must—

- (1) Make a good faith effort to provide written notice of discontinuation of a Health Care Provider thirty (30) days prior to the effective date of the change or otherwise as soon as practicable, to Members who are patients seen on a regular basis by the Health Care Provider or who receive primary care services from a MH-PCP whose contract is being discontinued, irrespective of whether the contract is being discontinued due to a termination for cause or without cause, or due to a non-renewal;
- (2) In cases where a Health Care Provider is terminated without cause, allow a Member in an active course of treatment to continue treatment until the treatment is complete or for ninety (90) days, whichever is shorter, at the Member's In-Network Cost Share. Active course of treatment means:
  - (A) An ongoing course of treatment for a Life-Threatening Illness;
  - (B) An ongoing course of treatment for a serious acute condition, defined as a disease or condition requiring complex ongoing care which the Member is currently receiving, such as chemotherapy, radiation therapy, or post-operative visits;
  - (C) The second or third trimester of pregnancy, through the postpartum period; or
  - (D) An ongoing course of treatment for a health condition for which a treating Health Care Provider attests that discontinuing care by that Health Care Provider would worsen the condition or interfere with anticipated outcomes.

Continuity of Care is not covered by Vantage under the following conditions:

- (1) The reason for such termination is due to suspension, revocation, or applicable restriction of the Health Care Provider's license to practice in this state by the Louisiana State Board of Medical Examiners or for another documented reason related to quality of care.
- (2) The Member chooses to change Health Care Provider.
- (3) The Member moves out of the geographic service area of Vantage or Health Care Provider.
- (4) The Member requires only routine monitoring for a chronic condition but is not in an acute phase of the condition.

Any continuity of care decision made by Vantage is subject to the internal and external Grievance and Appeal processes in accordance with state or Federal law or regulations.

### **Federal Disclosure Concerning Hospital Length Of Stay In Connection With Childbirth:**

Vantage will not restrict benefits for any Hospital length of stay in connection with childbirth for the mother or Newborn to less than 48 hours following a vaginal delivery, or less than 96 hours following a Caesarean section. However, Federal law generally does not prohibit the mother's or Newborn's attending Provider, after consulting with the mother, from discharging the mother or her Newborn earlier than 48 hours (or 96 hours as applicable). Vantage shall not require that a Provider obtain authorization to prescribe a length of stay less than 48 hours following delivery (or 96 hours as applicable). With the exception of Emergency services or Emergency admission to a Hospital related to childbirth, Vantage still requires Pre-Authorization prior to being admitted to a Hospital for delivery.

### **Telemedicine:**

Covered Services performed via transmitted electronic imaging or telemedicine will not be denied on the basis that such Covered Services are performed via transmitted electronic imaging or telemedicine.

### **Travel Benefit:**

Limited travel arrangements may be covered **ONLY** if we require you to travel outside the Vantage Service Area to obtain treatment that could be provided locally, but only by Out-of-Network Providers. Call the Vantage Medical Management department toll-free at (844) 833-7505 for details.

### **Wellness or Health Improvement Programs:**

Vantage may offer a voluntary wellness or health improvement program that allows incentives to encourage participation in the program.

## **Clinical Trials**

### **(NO TIER II OR OUT-OF-NETWORK COVERAGE)**

Vantage shall provide coverage for the cost of healthcare services, treatments or testing, that are incurred as part of the protocol treatment being provided to the Member for purposes of a clinical trial conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening disease or condition. Costs for investigational treatments and protocol related patient care shall be covered if all of the following criteria are met:

- ▶ The treatment is being provided with a therapeutic or palliative intent for patients with cancer or other life-threatening disease or condition, or for the prevention or early detection of cancer or other life-threatening disease or condition; and
- ▶ The treatment is being provided or the studies are being conducted in a Phase I, Phase II, Phase III, or Phase IV clinical trial for cancer or other life-threatening disease or condition; and
- ▶ The treatment is being provided in accordance with a clinical trial approved by one of the following entities:
  - The United States National Institutes of Health (NIH)
  - A cooperative group funded by the NIH
  - The Federal Food and Drug Administration in the form of an investigational New Drug Application
  - The United States Department of Veteran Affairs
  - The United States Department of Defense
  - A federally funded general clinical research center
  - The Coalition of National Cancer Cooperative Groups; and
- ▶ The proposed protocol has been reviewed and approved by a qualified institutional review board which operates in this state and which has a multiple project assurance contract approved by the office of protection from research risks; and
- ▶ The facility and personnel providing the protocol provided the treatment within their scope of practice, experience, and training and are capable of doing so by virtue of their experience; and
- ▶ There is no clearly superior, non-investigational approach; and
- ▶ The available clinical or preclinical data provide a reasonable expectation that the treatment will be at least as efficacious as the non-investigational alternative; and
- ▶ The Member has signed an institutional review board approved consent form.
- ▶ Any costs related to procedures, services, research, Drugs, treatments, or supplies which are experimental or investigational in nature and certain newly introduced technologies, Drugs or other treatments are not covered.



**Approved Clinical Trials are subject to the In-Network Cost Share and included in the In-Network Out-of-Pocket Maximum.**



**Approved Clinical Trials require Pre-Authorization.**



**There is no Tier II or Out-of-Network coverage for Approved Clinical Trials.**

## **SECTION V: EXCLUSIONS & LIMITATIONS**

Coverage shall not be provided and no payment shall be made under this Plan for services or expenses incurred in connection with:

1. Charges in excess of the Vantage Allowable.
2. Accidental Bodily Injury or sickness arising out of, or in the course of, employment entitling the Member to benefits under Workers' Compensation, Occupational Disease or any similar Federal or State law.
3. Any incidental procedure, unbundled procedure, or mutually exclusive procedure.
4. Losses, injuries, or contracted diseases which are due to insurrection, war, or any act of war, whether declared or undeclared.
5. Losses or injuries, excluding those received by victims of domestic abuse, suffered as a result of participating in a riot, civil disturbance or while committing or attempting to commit a crime or treatment of any Member convicted of a criminal offense and confined in a prison, jail, or other penal institution.
6. Treatment or care for which there is no legal obligation of Vantage or the Plan to pay. The existence of this Plan will not create an obligation to pay.
7. Services, equipment, or supplies, which are not Medically Necessary for the treatment of Illness, injury, or symptomatic complaint. The fact that a Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make it Medically Necessary to make the charge a Covered Service, even though the service or supply is not specifically listed as an exclusion. The final approval and discretion for determining whether services or supplies or days of care are Medically Necessary lies with Vantage and/or an Independent Review Organization (IRO), as applicable.
8. Services, surgery, supplies, treatment or expenses which are performed by or upon the direction of a Health Care Provider, Physician or allied health professional acting outside the scope of his license.
9. Any treatment or services rendered for orthodontic, periodontic, orthognathic, including temporomandibular joint (TMJ), or dental implants except as covered under the Comprehensive Dental Services benefit, the Orthodontia for Children benefit, Cleft Lip and Cleft Palate and Oral Surgery benefits in Section IV.
10. Services, surgery, supplies, treatment, or expenses received from a dental or medical department maintained by or on behalf of an Employer, a mutual benefit association, labor union, trust, or similar person or group.
11. Eyeglasses and contact lenses except as covered under the Glasses and Contact Lenses benefits in Section IV.
12. Corneal surgery (except corneal transplants as specified).
13. Hearing aids, related testing and follow-up except for Newborn hearing loss screening tests and the Hearing Aid benefit for minor Members under the age of 18 in Section IV.

14. Services, surgery, supplies, treatment, or expenses in connection with or related to:
  - a. Eye exercises, visual training, or orthoptics;
  - b. The correction of refractive errors of the eye, including, but not limited to, radial keratotomy and laser surgery; or
  - c. Visual therapy.
15. Services or supplies for purely Cosmetic Purposes (including cosmetic surgery) or for complications resulting from treatment/procedures for Cosmetic Purposes (including Reconstructive Services secondary to a cosmetic procedure and excluding treatments related to cleft lip and cleft palate):
  - a. To change the texture or appearance of the skin (including, but not limited to, the treatment of acne);
  - b. To change the relative size or position of any part of the body (such as enlargement, reduction, or implantation) when such surgery is performed primarily to improve an individual's physical appearance and does not improve the function or usefulness of the body;
  - c. To modify the physical body in order to improve psychological, mental, or emotional well-being;
  - d. To eliminate psychological stress or impairment;
  - e. Treatment the sole purpose of which is to promote or stimulate hair growth;
  - f. Removal of excess fat or skin, or services at a health spa or similar facility; or
  - g. Hair pieces, wigs, or hair implants.

NOTE: Reconstructive Services and supplies will be covered if Medically Necessary and due to Accidental Bodily Injury or organic Illness suffered, including reconstruction to produce a symmetrical appearance of the breasts following a mastectomy.

16. Services, surgery, supplies, treatment, or expenses in connection with or related to, or complications from the following regardless of claim of Medical Necessity:
  - a. rhinoplasty;
  - b. blepharoplasty services identified by CPT codes 15820, 15821, 15822, 15823; brow ptosis identified by CPT code 67900; or any revised or equivalent codes;
  - c. gynecomastia;
  - d. breast enlargement or reduction, except for breast Reconstructive Services as specifically provided in this Certificate of Coverage;
  - e. implantation, removal and/or re-implantation of breast implants and services, Illnesses, conditions, complications and/or treatment in relation to or as a result of breast implants except for breast Reconstructive Services as specifically provided in this Certificate of Coverage;
  - f. implantation, removal and/or re-implantation of penile Prosthesis and services, Illnesses, conditions, complications and/or treatment in relation to or as a result of penile Prosthesis;
  - g. diastasis recti; or
  - h. idiopathic short stature.

NOTE: Reconstructive Services and supplies will be covered if Medically Necessary and due to Accidental Bodily Injury or organic Illness suffered, including reconstruction to produce a symmetrical appearance of the breasts following a mastectomy.

17. Surgical and medical treatment for snoring in the absence of obstructive sleep apnea, including laser-assisted uvulopalatoplasty (LAUP).
18. Penile implant devices and related supplies.
19. Paternity tests and tests performed for legal purposes.

20. Genetic Testing, unless the results are specifically required for a medical treatment decision on the Member, or required by law.
21. Treatment of and services related to infertility, including surgical procedures to reverse voluntarily induced sterilization, in vitro fertilization and artificial insemination, and treatment and services related to surrogate pregnancies or parenting, and Drugs related to treatment of infertility.
22. Personal comfort and convenience items.
23. Any costs related to procedures, services, research, Drugs, treatments, or supplies which are experimental or investigational in nature and certain newly introduced technologies, Drugs or other treatments. The fact that a Physician may prescribe, order, recommend or approve a procedure, service, Drug or supply does not mean that such service or supply is not experimental or investigational. The final determination as to whether any given service or supply is excluded under this section lies within the discretion of Vantage and/or an IRO, as applicable. For purposes of this section, “experimental or investigational” shall include and be defined as any treatment, service or supply for which:
  - a. there is no consensus in the medical community as to safety or effectiveness of the technology as applied to the particular circumstances of the Member or for treatment of the patient’s particular medical problem;
  - b. there is insufficient evidence to determine its appropriateness in a given situation;
  - c. the technology warrants further study or is in the process of undergoing clinical trials, particularly if undergoing Phase I, II, III, or IV clinical trials, except as covered in Section IV under the Clinical Trials benefit;
  - d. use of the technology for the given indication in the specified patient population is confined largely to research protocols; or
  - e. the Physician or facility rendering the treatment classifies the treatment as experimental or investigational for purposes of obtaining an informed consent.
24. Drugs and surgical procedures related to weight loss. Treatment of complications secondary to surgery for weight loss (*e.g., gastric bypass and lap band procedures*), including, but not limited to, nutritional deficits, bowel obstructions, and abdominal pain.
25. Food or food supplements, formulas and medical foods, including those used for gastric tube feedings. This exclusion does not apply to Low Protein Foods as described in this Plan.
26. Any services or supplies related to:
  - a. organ transplants which are not listed as Approved Transplant Services;
  - b. animal to human transplants;
  - c. artificial or mechanical devices designed to replace human organs;
  - d. services to keep a donor alive for the transplant operation;
  - e. charges related to donor services; or
  - f. transplants otherwise excluded by this Plan.
27. Hospitalization primarily for Physical Therapy or hydrotherapy.
28. Services or supplies for physical examination for employment, licensing, travel, school, insurance, adoption, participation in athletics, or examination or treatment ordered by a court.
29. Services or supplies, which were provided prior to Member’s effective date with Vantage or after Member’s termination date for coverage with Vantage, except as otherwise provided herein.

30. Services, surgery, supplies, treatment, or expenses rendered by a Provider who is the Member's spouse, child, stepchild, parent, stepparent or grandparent.
31. Whole blood and blood products that are covered under a Member's blood bank program (autologous blood bank services).
32. Services or supplies for the prophylactic storage of cord blood.
33. Megavitamin therapy, biofeedback, psychosurgery and nutrition-based therapy for alcoholism or substance abuse and mental health disorders.
34. Salabrasion, chemosurgery or other such skin abrasion procedures associated with removal of scars, tattoos, and/or which are performed as a treatment of acne scarring.
35. Services, surgery, supplies, treatment, complications from or expenses in connection with or related to sexual function, sexual dysfunctions or sexual inadequacies, regardless of claim of Medical Necessity.
36. Services or supplies in connection with charges for failure to keep a scheduled visit; charges for completion of a claim form, telephone consultations or charges, or charges to obtain medical records.
37. Standby availability of a Health Care Provider when no treatment is rendered.
38. Services, supplies or treatment not specifically listed as a Covered Service. This includes, but is not limited to, the following:
  - a. travel or transportation, whether recommended by a Physician or not;
  - b. self-help training and other forms of non-medical care, except as required by PPACA;
  - c. charges for anesthesia for non-Covered Services;
  - d. over the counter support hose, ace or elastic bandages, and pressure garments, other than those prescribed as Medically Necessary;
  - e. corrective footwear;
  - f. routine foot care for non-diabetic Members;
  - g. wigs or hairpieces;
  - h. prosthetic garments or apparel;
  - i. wet nurse or milk bank services;
  - j. holistic medical services;
  - k. treatment of hyperhidrosis (excessive sweating);
  - l. unproven methods of allergy testing (i.e., cytotoxic allergy testing);
  - m. supportive devices for the foot, except when used in the treatment of diabetic foot disease; or
  - n. marriage/family counseling, except as required by PPACA.
39. Treadmill, swimming pool, or special exercise testing or equipment solely to evaluate exercise competency or assist in an exercise program.
40. Contraceptive devices not approved by the Food and Drug Administration whether prescribed by a Physician or not, including Norplant.
41. Elective abortions except when provided to save the life of the mother.
42. Fetal reduction surgery.

43. Services or supplies for treatment related to and/or complications resulting from a non-Covered Service.
44. Out-of-country services (excluding Emergency Medical Services).
45. Emergency department visits for injections, Drugs, removal of sutures, or any other non-Emergency service.
46. Admission to a Hospital primarily for diagnostic services which could have been provided safely and adequately in some other setting, e.g., outpatient department of a Hospital or Physician's office.
47. Counseling services such as career counseling, marriage counseling, divorce counseling, parental counseling and job counseling, except as required by PPACA.
48. Diagnosis or care and treatment of:
  - a. weak, strained, unstable or flat feet;
  - b. toenails (except for the diabetic patient or treatment of ingrown toenails);
  - c. cutting or removal of superficial lesions of the feet such as corns, calluses or hyperkeratosis (except as warranted for the diabetic patient);
  - d. tarsalgia, metatarsalgia or bunions, except surgery which involves exposure of bones, tendons, or ligaments; or
  - e. other services performed in the absence of localized Illness or injury.
49. Body piercing or complications due to body piercing. Injuries related to objects being inserted or removed from a pierced body part whether accidental or purposeful. Reconstructive Services or surgery to repair damage due to body piercing whether directly or indirectly. Tattoos, not including tattoos related to breast reconstruction, and the treatment of complications from tattoos including, but not limited to, infections and Hepatitis.
50. Magnet therapy, external bone growth stimulators, spinal cord stimulators, artificial spinal disc, electro-muscular stimulators and implanted devices for pain control.
51. Therapy received from recreational programs, recreational therapy, or other therapy primarily to enhance athletic abilities, except as required by PPACA.
52. Alternative treatments, except as specifically covered, including acupressure, acupuncture, aromatherapy, hypnotism, massage therapy, Rolfing, and other alternative treatments defined by the Office of Alternative Medicine of the National Institutes of Health.
53. Alternative or complementary medicine using non-orthodox practices, including but not limited to wilderness or outdoor therapy, boot camp, and equine therapy.
54. Professional charges for clinical lab.
55. Anodyne (infrared) treatments.
56. Treatment for varicose veins and telangiectasia by any method including, but not limited to, endovenous laser treatments, sclerosis or surgical stripping.
57. The cost of health care services, treatment or testing for clinical trials except as provided for in Section IV of this Certificate.

58. Botox used for Cosmetic Purposes or for the treatment of hyperhidrosis, migraine headaches, musculoskeletal pain, fibromyalgia or other conditions not specifically listed as covered.
59. Separate anesthesia charges for endoscopies.
60. Custodial Care.
61. Durable and non-durable medical supplies (except as specified by Vantage).
62. Educational testing services unrelated to the diagnosis or treatment of autism spectrum disorders, attention deficit disorders or hyperactivity.
63. Education services and supplies including training or re-training for a vocation, except as specifically provided in this Plan for diagnosis, testing, or treatment for remedial reading and learning disabilities, including dyslexia, except as required by PPACA.
64. Applied Behavior Analysis (ABA) that:
  - a. Vantage has determined is not Medically Necessary;
  - b. Is rendered to Members twenty-one (21) years of age and older; or
  - c. Is rendered by a Health Care Provider that has not been certified as a behavior analyst by the Behavior Analyst Certification Board or rendered by a Health Care Provider that has not provided, to the satisfaction of Vantage, documented evidence of equivalent education, professional training, and supervised experience in ABA.
65. Hospital charges for a well Newborn.
66. Services or supplies for pre-implantation genetic diagnosis and pre-genetic determination.
67. Any Durable Medical Equipment, disposable medical equipment, items and supplies over reasonable quantity limits as determined by Vantage; all defibrillators other than implantable defibrillators with Pre-Authorization by Vantage.
68. Listening therapy or auditory therapy except as covered for autism spectrum disorders.
69. Anti-aging treatment, including but not limited to office visits, laboratory tests, hormone treatments, and other services associated with anti-aging treatment.
70. Items or services provided by Medicare Opt-Out Physicians.
71. Drug screenings performed solely to ensure compliance with medical treatments.
72. Member reimbursements other than a) those submitted with itemized procedures and diagnoses documented by a Provider or b) the glasses/contacts benefits stated in Section IV.
73. Blood product injection therapies (e.g., autologous blood, platelet rich plasma, bone marrow plasma).
74. Suboxone and methadone dispensed by free standing clinics for treatment for opioid dependence.
75. Sleep studies, limited to Medically Necessary home or laboratory sleep studies and associated professional claims. Only sleep studies performed in the home or sleep studies performed in a sleep laboratory that is accredited by the Joint Commission or the American Academy of Sleep Medicine (AASM) are eligible for coverage.

76. Industrial or employment-related testing or self-help programs other than PPACA preventive services including, but not limited to stress management programs, work hardening programs and/or functional capacity evaluation, including driving evaluations, etc.
77. Inpatient pain rehabilitation and pain control programs.
78. Diabetic testing supplies are limited to Glucocard Shine Meter Kit blood glucose monitoring system (1 meter per Benefit Period) and Glucocard Shine Test Strips (50-count packages) manufactured by ARKRAY USA, Inc.
79. Expenses resulting from intoxication, as defined by state law where the illness or injury occurred, or while under the influence of illegal narcotics or controlled substances, unless administered or prescribed by a Physician.
80. Continuous glucose monitoring systems for long-term use. Includes sensors, transmitters, and receivers.
81. For injuries sustained during or due to participating, instructing, demonstrating, guiding, or accompanying others in any of the following:
  - a. Sports (professional, or semi-professional, or intercollegiate);
  - b. Parachute jumping;
  - c. Hang-gliding;
  - d. Racing or speed testing any motorized vehicle or conveyance;
  - e. Scuba/skin diving (when diving 60 or more feet in depth);
  - f. Skydiving;
  - g. Bungee jumping; or
  - h. Rodeo sports.
82. For injuries sustained during or due to participating, instructing, demonstrating, guiding, or accompanying others in any of the following if the covered person is paid to participate or to instruct:
  - a. Operating or riding on a motorcycle;
  - b. Racing or speed testing any non-motorized vehicle or conveyance;
  - c. Horseback riding;
  - d. Rock or mountain climbing;
  - e. Skiing (water or snow); or
  - f. Snowboarding/skateboarding/kneeboarding.
83. Prescription Drug benefit exclusions and limitations:
  - a. Non-Prescription Drugs, including over-the-counter (OTC) Medications with the exception of generic Zyrtec® (cetirizine), generic Claritin® (loratadine), aspirin to prevent cardiovascular disease, tobacco cessation, and others as specified by Vantage;
  - b. Any Medication not proven effective in general medical practice, other than Medications used as a part of a clinical trial;
  - c. Medications for erectile dysfunction such as Viagra®, Cialis®, Levitra® and Caverject®;
  - d. Anorexiants (weight control and obesity treatment products);
  - e. Fertility agents;
  - f. Lunelle® Injection or other implantable Drugs for hormone replacement therapy, pain control or any other reason, other than required PPACA contraceptive coverage;
  - g. Pregnancy Termination Drugs (Abortifacients);

- h. Nutritional or dietary supplements, herbal supplements and treatments except as required by PPACA;
- i. Cosmetic Agents: Retin-A (except for acne) or other like products for Cosmetic Purposes;
- j. Minoxidil and Rogaine® or other like products for hair loss;
- k. Drugs received at Out-of-Network pharmacies;
- l. Drugs for the treatment of an Illness for which there is no FDA approval for such use except when medically appropriate and an accepted standard of practice, other than Medications used as a part of a clinical trial;
- m. Drugs used for experimental indications and/or dosage regimens determined by Vantage to be experimental, other than Medications used as a part of a clinical trial;
- n. Replacement Drugs resulting from loss or theft;
- o. The *additional* cost for multi-source Prescription Drugs which are not dispensed in accordance with the Plan Drug Formulary, whether the request for the Prescription Drug originates with the Member or a Participating Physician;
- p. Prescription Drugs related to a non-Covered Service including those written for quantities in excess of the covered benefit;
- q. Compounded Drugs;
- r. Pharmacy benefits when Vantage is not the primary insurer;
- s. Prescription vitamins and mineral products, prenatal vitamins and fluoride preparations, except as required by PPACA;
- t. Growth hormone therapy unless an endocrinologist confirms growth hormone deficiency with an abnormal provocative stimulation test;
- u. Prescription Drugs for and/or treatment of idiopathic short stature; or
- v. Any Prescription Drug that is equivalent to an OTC medicine or OTD supplement product, except as required by federal law and specified by Vantage.

## SECTION VI: ELIGIBILITY FOR COVERAGE

### A. Eligibility

Eligibility and certain enrollment functions will be conducted by CMS via the Marketplace. All applicants for health benefits coverage under this Plan, including newly eligible Dependents, shall be required to enroll through the [www.HealthCare.gov](http://www.HealthCare.gov) or [www.VantageHealthPlan.com](http://www.VantageHealthPlan.com) websites or by contacting a navigator or broker.

Changes in eligibility status, including the status of any Dependents, should be communicated to CMS at 1-800-318-2596. Vantage will only update records based on Marketplace information that is provided to Vantage by CMS. **Vantage may require validation of a Dependent's status.** Newborn children may be added as Dependents within 60 days following the date of birth, with coverage effective on the date of birth. Coverage for a Newborn child as a Dependent shall be subject to the Member's payment of premium for this additional coverage.

Vantage will not be liable for loss of notices, communications or materials sent by Vantage to Members when such notices, communications or materials are properly addressed to the Member's last known address, as provided in writing or via telephone to CMS by the Member.

CMS is available for eligibility and enrollment questions, enrollments and enrollment changes by contacting:

Toll-free 1-800-318-2596  
[www.HealthCare.gov](http://www.HealthCare.gov)

### Qualified Individuals

A Qualified Individual is an individual deemed by CMS as eligible to purchase and receive Health Insurance Coverage through the Marketplace and its Qualified Health Plans.

A Qualified Individual must submit an application for enrollment in this Plan and must meet CMS eligibility requirements. Eligibility requirements may include living or working within the Vantage Service Area, citizenship or proof of lawful presence in the United States, or the lack of other federally-funded health coverage. Health-status related requirements are not permitted.

A Qualified Individual may be a Child under twenty-one (21) years of age. Such Child-only coverage will have the same coverage, rights, responsibilities and protections as other Qualified Individuals.

### B. Dependents

The following Dependents of a Member are eligible for coverage:

- 1) The Member's legal spouse as defined by law who resides or works in the Vantage Service Area.
- 2) Each of the subscriber and/or spouse's natural or legally adopted children under the age of 26. "Children" also includes stepchildren, foster children, adopted children, or a child or grandchild in the legal custody of and residing with the Member (proof of legal custody required).

The subscriber and/or spouse's child, or a grandchild in the legal custody of and residing with the subscriber and/or spouse (proof of legal custody required), who is incapable of self-sustaining employment by reason of intellectual or physical disability, who became so incapable prior to attainment of age 26. Proof of disability must be submitted to Vantage within thirty-one

- (31) days of the child's or grandchild's attainment of age 26 and subsequent proof of such incapacity for self-support shall also be required not more than once every two years.
- 3) Dependent child(ren), when there is a Qualified Medical Child Support Order (QMCSO) or court order for a Member to cover a Dependent child (*QMCSO or court order must be submitted to Vantage for verification*).

**C. Enrollment**

The effective date of coverage for a Member will be determined by CMS and will be the date that the benefits described in this Certificate are effective.

Enrollment effective dates follow the dates established by 45 C.F.R. § 155.410(c) (1) and 155.420(b) (1)–(2); CMS will not negotiate alternative (earlier) effective dates. Most coverage effective dates are either the first of the following month or the first of the second following month based on the latest day of the month that the enrollment transaction or premium payment is received.

**D. Special Enrollment Period**

Although most coverage effective dates are either the first of the following month or the first of the second following month, there are exceptions for certain special enrollments (such as those for birth, adoption, Placement for Adoption, marriage and loss of Minimum Essential Coverage), which allow a Qualified Individual or Member to make a plan selection outside of the initial or annual Enrollment Period.

Special Enrollment Period coverage effective dates depend on the type of event, the date of request for a Special Enrollment Period, and the date of plan selection. Special Enrollment Periods last sixty (60) days from the qualifying event per 45 C.F.R. § 155.420(c). CMS will determine Qualified Individual eligibility for all Special Enrollment Periods.

Special Enrollment Period occurs when one of the following qualifying events is met:

1. A Qualified Individual or Member involuntarily loses Minimum Essential Coverage;
2. A Qualified Individual and Member gains a Dependent or becomes a Dependent through marriage, birth, or Placement for Adoption;
3. A Qualified Individual and Member's enrollment or non-enrollment in a QHP is unintentional, inadvertent, or erroneous and is the result of the error, misrepresentation, or inaction of an officer, employee, or agent of CMS or the Marketplace, or its instrumentalities as evaluated and determined by the Marketplace. In such cases, the Marketplace may take such action as may be necessary to correct or eliminate the effects of such error, misrepresentation, or inaction;
4. A Member adequately demonstrates to CMS that the QHP in which he or she is enrolled substantially violated a material provision of the QHP contract in relation to the Member;
5. New QHP's become available due to the Member's permanent move or relocation outside of the Vantage Service Area;
6. A change in eligibility for a Federally Recognized Tribe member; and
7. A Qualified Individual demonstrates to CMS, in accordance with guidelines issued by CMS, that the individual meets other exceptional circumstances as the Marketplace may provide.

## SECTION VII: TERMINATION OF COVERAGE

### A. Termination

CMS will initiate all Member terminations of coverage and enrollment, except that Vantage may initiate terminations in cases of non-payment of premium to Vantage by the Member and situations covered by 45 C.F.R. § 147.128 (e.g., fraudulent activity by the Member). When Members wish to terminate coverage, they should provide reasonable notice to CMS at 1-800-318-2596. Vantage may terminate this Plan by giving written notice to the Member at least sixty (60) days prior to the renewal date of this Plan. Unless otherwise terminated, this Plan will automatically renew from year to year and will be subject to new premium rates upon renewal.

A Member's coverage will terminate on the first to occur of the following:

1. notice of termination or cancellation received by Vantage from CMS;
2. the end of the month during which the Member no longer meets eligibility requirements under this Plan, or the last day of the period covered by the last premium payment that was paid by the due date or within the specified grace period, unless otherwise approved by Vantage;
3. for any specific benefit, the date the benefit maximum is reached or the date a Member's eligibility status changes so that he or she is no longer eligible for that benefit;
4. Member is ineligible due to an intentional material misrepresentation on the application; or
5. noncompliance with Vantage policies and procedures.

Vantage may choose to rescind coverage or terminate a Member's coverage if a Member performs an act or practice that constitutes fraud, or makes an intentional misrepresentation of material fact under the terms of this Plan. The issuance of this coverage is conditioned on the representations and statements contained at application and enrollment. All representations made are material to the issuance of this Plan. Any information provided on the application or enrollment form or intentionally omitted therefrom, as to any proposed Qualified Individual or covered Member, shall constitute an intentional misrepresentation of material fact. A Member's coverage may be rescinded retroactively to the effective date or terminated within three (3) years of the Member's effective date, for fraud or intentional misrepresentation of material fact. Vantage will give the Member thirty (30) days advance written notice prior to rescinding or terminating coverage under this section.

Under Louisiana law LSA-R.S. 22:1023(B)(2), Vantage may not require a Qualified Individual or Member to be the subject of a genetic test, release genetic test information, or to be subjected to questions relating to the medical conditions of persons not covered by this Certificate. The results of any genetic tests, including genetic test information, shall not be used as the basis to terminate, restrict, refuse, limit, or otherwise apply conditions to the coverage of a Qualified Individual or Member, or restrict the sale of this policy or plan to a Qualified Individual or Member; or establish differentials in premium rates or cost sharing for coverage; or otherwise discriminate against a Qualified Individual or Member in the provision of insurance.

The Member will be notified by CMS and Vantage of coverage termination at his/her last known address. The Member is responsible for the cost of all benefits which are provided after the date of termination of coverage.

### B. Grace Period

The grace period is dependent on whether the Member receives Advance Premium Tax Credit (APTC). APTC means a tax credit to help Individuals afford health coverage purchased through the Marketplace. Advance payments of the tax credit can be used to lower monthly premium costs.

Qualifying Individuals may choose how much advance credit payments to apply to premiums each month, up to a maximum amount. CMS reports the APTC selected by qualifying Individuals to Vantage.

*1. Members Not Receiving APTC*

This Plan has a thirty (30)-day grace period. This provision means that if any required premium is not paid on or before the date it is due, it may be paid during the following grace period. During the grace period, this Plan will stay in force. Claims covered by this Plan may, at the option of Vantage, be held and suspended from processing until the premiums have been paid by the Member. This Plan will be considered cancelled without further notice having to be provided, unless the premiums past due and current are fully paid by the end of the 30-day grace period.

*2. Members Receiving APTC*

45 C.F.R. § 156.270(d) requires Vantage to observe a three-month (90-day) grace period before terminating coverage for those Members who are receiving APTC. The grace period only applies to Members who have already paid their share of their initial month's premium in full; for Members who meet this initial requirement, the grace period is triggered once the Member subsequently misses a premium payment.

During the second and third months of this 90-day grace period, this Plan will stay in force. Claims covered by this Plan may, at the option of Vantage, may be held and suspended from processing or may be denied until the premiums have been paid by the Member. Claims that are pended or denied due to a Member's grace period status may be reprocessed and paid after all outstanding premiums have been received by Vantage.

If a Member makes all outstanding premium payments before the end of the 90-day grace period, the Member's enrollment with Vantage remains intact. However, if a Member exhausts the grace period without making all outstanding premium payments, Vantage must terminate coverage with notice to the Member. A Member may not extend the grace period by paying only a portion of the outstanding premium (e.g., by paying the first outstanding month's premium). Only complete payment of all outstanding premiums will bring the Member into good standing. If coverage is terminated for non-payment of premiums, the last day of coverage may be the last day of the first month of the grace period; thus, coverage may be terminated retroactively. If a Member exhausts the grace period, Vantage will return APTC for the second and third months to the Treasury Department.

If a Member's coverage through Vantage is terminated for non-payment of premiums, he or she may not enroll in another QHP with any insurance issuer or carrier through a Special Enrollment Period. If Vantage terminates the Member's coverage for non-payment, all Dependents on the policy also lose coverage. Vantage will not be liable for loss of notices, communications or materials sent by Vantage to Members when such notices, communications or materials are properly addressed to the Member's last known address, as provided to Vantage by CMS.



**Subscribers are required to pay any unpaid balances on previous Vantage coverage before re-enrolling with Vantage during a Special Enrollment Period or during an annual enrollment period. Subscribers must pay the *Balance Due* (which includes any outstanding premium balance on a past enrollment) as noted on their first premium bill before new coverage can begin. Members may call Vantage's Member Services department at (844) 833-7505 for help understanding their premium bill.**



**The Benefit Period is the plan year or contract period for which benefits are covered under this Plan. The Benefit Period resets on any break in coverage or if the Member enrolls in another Vantage plan.**

## SECTION VIII: CLAIMS PROVISIONS

### A. Proof of Services

If a Member incurs a charge for which benefits are payable under this Plan as the primary carrier, written proof of such charge must be furnished to Vantage within ninety (90) days after the charge is incurred. Failure to furnish such proof within 90 days of the date the charge was incurred shall not invalidate nor reduce any claim if, it was not reasonably possible for the member to give proof within such time. However, in such cases, proof must be furnished as soon as reasonably possible and in no event can a member provide proof later than one year and ninety days (90) after the charge was incurred. Written proof for medical claims must consist of procedures and diagnoses itemized by the Provider on a claim form (CMS-1450 or CMS-1500) or a superbill along with documentation of any payments you have made. Written proof for Prescription Drug claims must consist of a Prescription Drug receipt from the Pharmacy and proof of payment. When a Member must first file claims with another primary carrier, Vantage being the secondary plan, the explanations of benefits from the primary carrier must be submitted to Vantage within twelve (12) months of the date the Member receives the explanation of benefits from the primary carrier.

Mail your request for payment, together with the written proof for claims to Vantage at the address below. It is a good idea to make a copy of this documentation for your records.

Vantage Health Plan, Inc.  
Attn: Member Services Department  
130 DeSiard Street, Suite 300  
Monroe, LA 71201

Contact Member Services toll-free at (844) 833-7505 if you have any questions or if you want to give us more information about a request for payment you have already sent to Vantage.

### B. Payment of Claims

All Vantage-approved benefits for services of In-Network Providers must be received from and paid directly to the institution or person rendering the service. Vantage shall not retroactively deny, adjust, or seek recoupment or refund of a paid claim for healthcare expenses submitted by a healthcare provider for healthcare services rendered in good faith and pursuant to the Benefit Plan after the expiration of eighteen (18) months from the date the initial claim was paid.

Vantage-approved benefits for services of Out-of-Network Providers may be paid directly to the institution or person rendering the service or, if payment by the Member was required at the time of service, may be reimbursed to the Member. Reimbursements to Members will be made only if documentation of procedures are itemized by the Provider on a claim form (CMS-1450 or CMS-1500), a superbill or a Prescription Drug receipt from the Pharmacy submitted to Vantage. Reimbursements are not available for items or services provided by Medicare Opt-Out Physicians. The Medicare Opt-Out list is available online at <https://data.cms.gov/dataset/Opt-Out-Affidavits/7yuw-754z/data>.

If such benefits are not paid as of the date the Member dies, or if the Member is a minor or is not capable of giving a legally binding receipt for the payment of any benefits, Vantage, at its option, may pay the benefit to:

- the person or institution rendering the service; or
- one or more of the following individuals: Member's legal representative, his/her spouse or parent(s) or child(ren) or brother(s) or sister(s), or the Member's beneficiary or estate.

Any payments made in this manner will discharge Vantage of its duty to the extent of such payments. Vantage will not be liable as to the application of such payment.

The Member may NOT assign benefits to Providers. However, the Member understands that Participating Providers reserve the ability to directly pursue any third parties who cause accidental injury or Illness to the Members for the full amount of the cost of the medical services rendered to the Member and forego submitting claims to Vantage for payment. In the event that a Participating Provider elects to pursue a third party recovery and not submit a claim or proof of services to Vantage, prior written consent of the Member must be obtained and the Member may be responsible for any unpaid Participating Provider charges not compensated by the third parties.

Vantage shall pay claims timely and in accordance with the state law. Electronic clean claims received from all Health Care Providers shall be paid within twenty-five (25) days from date of receipt by Vantage. Non-electronic clean claims received from Participating Providers within forty-five (45) days from the date of service shall be paid within forty-five (45) days from date of receipt by Vantage. Non-electronic clean claims received from Participating Providers after forty-five (45) days from the date of service shall be paid within sixty (60) days of date of receipt by Vantage. All non-electronic clean claims received from Non-Participating Providers shall be paid within thirty (30) days from date of receipt by Vantage.

**C. Examination**

Vantage will have the right, at its own expense, to have a Physician examine any Member whose Illness or injury is the basis of a claim under this Plan. Such examinations will be performed as often as Vantage may reasonably require while a claim is pending.

**D. Authorization to Examine Health Records**

The Member consents to and authorizes any Participating Provider or Out-of-Network Provider of Covered Services to permit the examination and copying of any portion of the Member's Hospital or medical records, when requested by Vantage. Information from medical records of Members and information received from Physicians or Hospitals incident to the Physician-patient relationship or Hospital-patient relationship shall be kept confidential. Processing of related claims may be pended until such information is provided.

**E. Legal Actions**

No action at law or in equity may be brought to recover under this Plan before the expiration of sixty (60) days after written proof of services has been furnished in accordance with the requirements of this Plan. Under no conditions may any legal action be brought after the expiration of one (1) year after the time written proof of services is required to be furnished, or prior to completion by the Member of the Appeal and Grievance Procedures under this Plan.

## **SECTION IX: COORDINATION OF BENEFITS**

The Coordination of Benefits (COB) provision applies when a Member has health care coverage under more than one Plan. Plan is defined below. The order of benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary plan. The Primary plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary plan is the Secondary plan. The Secondary plan may reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total Allowable expense as provided for in §303A.(a.-e.) of Regulation 32.

### **DEFINITIONS**

For purposes of this section, the following definitions apply:

A. A *Plan* is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.

(1) Plan includes: group and nongroup insurance contracts, health maintenance organization (HMO) contracts, closed panel plans or other forms of group or group-type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.

(2) Plan does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by state law; school accident type coverage except those enumerated in LSA-R.S. 22:1000 A.3C; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under (1) or (2) is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

B. This plan means, in a COB provision, the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other plans. Any other part of the contract providing health care benefits is separate from this plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

C. The order of benefit determination rules determine whether this Plan is a Primary plan or Secondary plan when the Member has health care coverage under more than one Plan. When This plan is primary, it determines payment for its benefits first before those of any other Plan without considering any other Plan's benefits. When This plan is secondary, it determines its benefits after those of another Plan and may reduce the benefits it pays so that all Plan benefits do not exceed 100% of the total Allowable expense.

D. Allowable expense is a health care service or expense, including deductibles, coinsurance and copayments, that is covered in full or at least in part by any Plan covering the person. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable expense and a benefit paid. An expense or service that is not covered by any Plan covering the person is not an Allowable expense.

The following are examples of expenses that are and are not an Allowable expenses:

- (1) The difference between the cost of a semi-private hospital room and a private hospital room is not an Allowable expense, unless one of the Plans provides coverage for private hospital room expenses.
- (2) If a person is covered by 2 or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar

reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable expense.

(3) If a person is covered by 2 or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable expense.

(4) If a person is covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another Plan that provides its benefits or services on the basis of negotiated fees, the Primary plan's payment arrangement shall be the Allowable expense for all Plans.

(5) The amount of any benefit reduction by the Primary plan because a covered person has failed to comply with the Plan provisions is not an Allowable expense. Examples of these types of plan provisions include second surgical opinions, precertification of admissions, and preferred provider arrangements.

E. Closed panel plan is a Plan that provides health care benefits to Members primarily in the form of services through a panel of providers that have contracted with or are employed by the Plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.

F. Custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.

G. High-Deductible Health Plan - the meaning given the term under section 223 of the Internal Revenue Code of 1986, as amended by the Medicare Prescription Drug, Improvement and Modernization Act of 2003.

## **ORDER OF BENEFIT DETERMINATION RULES**

When a Member is covered by two or more Plans, the rules for determining the order of benefit payments are as follows:

A. The Primary plan pays or provides its benefits according to its terms of coverage and without regard to the benefits of under any other Plan.

(1) Except as provided in Paragraph (2), a Plan that does not contain a Coordination of Benefits provision that is consistent with this regulation is always primary unless the provisions of both Plans state that the complying plan is primary.

(2) Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed panel plan to provide out-of-network benefits.

B. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.

C. Each Plan determines its order of benefits using the first of the following rules that apply:

(1) Non-Dependent or Dependent. The Plan that covers the person other than as a dependent, for example as an employee, member, policyholder, subscriber or retiree is the Primary plan and the Plan that covers the person as a dependent is the Secondary plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a dependent; and primary to the Plan covering the person as other than a dependent (e.g. a retired employee); then the order of benefits between the two Plans is reversed so that the Plan

covering the person as an employee, member, policyholder, subscriber or retiree is the Secondary plan and the other Plan is the Primary plan.

(2) Dependent Child Covered Under More Than One Plan. Unless there is a court decree stating otherwise, when a dependent child is covered by more than one Plan the order of benefits is determined as follows:

(a) For a dependent child whose parents are married or are living together, whether or not they have ever been married:

The Plan of the parent whose birthday falls earlier in the calendar year is the Primary plan; or

If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary plan.

(b) For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:

(i) If a court decree states that one of the parents is responsible for the dependent child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to plan years commencing after the Plan is given notice of the court decree;

(ii) If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of Subparagraph (a) above shall determine the order of benefits;

(iii) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions of Subparagraph (a) above shall determine the order of benefits; or

(iv) If there is no court decree allocating responsibility for the dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:

(a.) The Plan covering the Custodial parent;

(b.) The Plan covering the spouse of the Custodial parent;

(c.) The Plan covering the non-custodial parent; and then

(d.) The Plan covering the spouse of the non-custodial parent.

(c) For a dependent child covered under more than one Plan of individuals who are the parents of the child, the provisions of Subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the child.

(d) For a dependent child covered under spouse's plan

(i) For a dependent child who has coverage under either or both parents' plans and also has his or her own coverage as a dependent under a spouse's plan, the rule in Paragraph (5) applies.

(ii) In the event the dependent child's coverage under the spouse's plan began on the same date as the dependent child's coverage under either or both parents' plans, the order of benefits shall be determined by applying the birthday rule in Subparagraph (a) to the dependent child's parent(s) and the dependent's spouse.

(3) Active Employee or Retired or Laid-off Employee. The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary plan. The Plan covering that same person as a retired or laid-off employee is the Secondary plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.

(4) COBRA or State Continuation Coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, member, subscriber or retiree or

covering the person as a dependent of an employee, member, subscriber or retiree is the Primary plan and the COBRA or state or other federal continuation coverage is the Secondary plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.

(5) Longer or Shorter Length of Coverage. The Plan that covered the person as an employee, member, policyholder, subscriber or retiree longer is the Primary plan and the Plan that covered the person the shorter period of time is the Secondary plan.

(6) If the preceding rules do not determine the order of benefits, the Allowable expenses shall be shared equally between the Plans meeting the definition of Plan. In addition, This plan will not pay more than it would have paid had it been the Primary plan.

### **EFFECT ON THE BENEFITS OF THIS PLAN**

A. When this plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Allowable expenses. In determining the amount to be paid for any claim, the Secondary plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any Allowable expense under its Plan that is unpaid by the Primary plan. The Secondary plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary plan, the total benefits paid or provided by all Plans for the claim do not exceed the total Allowable expense for that claim. In addition, the Secondary plan shall credit to its plan deductible, co-insurance, co-payments and any amounts it would have credited to its deductible in the absence of other health care coverage.

B. If a covered person is enrolled in two or more Closed panel plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one Closed panel plan, COB shall not apply between that Plan and other Closed panel plans.

#### **C. Effect on the Benefits of This Plan**

1. When this plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all plans during a plan year or claim determination period are not more than 100 percent of total allowable expenses. The difference between the benefit payments that this plan would have paid had it been the primary plan, and the benefit payments that it actually paid or provided shall be recorded as a benefits reserve for the covered person and used by this plan to pay any allowable expenses, not otherwise paid during the claim determination period. As each claim is submitted, this plan will:

- a. determine its obligation to pay or provide benefits under its contract;
- b. determine whether a benefit reserve has been recorded for the covered person; and
- c. determine whether there are any unpaid allowable expenses during that claims determination period.

2. If there is a benefit reserve, the secondary plan will use the covered person's benefit reserve to pay up to 100 percent of total allowable expenses incurred during the claim determination period. At the end of the claims determination period, the benefit reserve returns to zero. A new benefit reserve must be created for each new claim determination period.

3. If a covered person is enrolled in two or more closed panel plans, and if for any reason, including the provision of service by a nonpanel provider, benefits are not payable by one closed panel plan, COB shall not apply between that plan and other closed panel plans.

This is a summary of only a few of the provisions of your health plan to help you understand coordination of benefits, which can be very complicated. This is not a complete description of all of the coordination rules and procedures, and does not change or replace the language contained in your insurance contract, which determines your benefits.

## **Double Coverage**

It is common for family members to be covered by more than one health care plan. This happens, for example, when a husband and wife both work and choose to have family coverage through both employers.

When you are covered by more than one health plan, state law permits your insurers to follow a procedure called “coordination of benefits” to determine how much each should pay when you have a claim. The goal is to make sure that the combined payments of all plans do not add up to more than your covered health care expenses.

Coordination of Benefits (COB) is complicated and covers a wide variety of circumstances. This is only an outline of some of the most common ones. If your situation is not described, read your evidence of coverage or contact your state insurance department.

## **Primary or Secondary?**

You will be asked to identify all the plans that cover members of your family. We need this information to determine whether we are the “primary” or “secondary” benefit payer. The primary plan always pays first when you have a claim.

Any plan that does not contain your state’s COB rules will always be primary.

### **When This Plan is Primary**

If you or a family member are covered under another plan in addition to this one, we will be primary when:

#### **Your Own Expenses**

- The claim is for your own health care expenses, unless you are covered by Medicare and both you and your spouse are retired.

#### **Your Spouse’s Expenses**

- The claim is for your spouse, who is covered by medicare, and you are not both retired.

#### **Your Child’s Expenses**

- The claim is for the health care expenses of your child who is covered by this plan and
- You are married and your birthday is earlier in the year than your spouse’s or you are living with another individual, regardless of whether or not you have ever been married to that individual, and your birthday is earlier than that other individual’s birthday. This is known as the “birthday rule”; or
- You are separated or divorced and you have informed us of a court decree that makes you responsible for the child’s health care expenses; or
- There is no court decree, but you have custody of the child.

### **Other Situations**

We will be primary when any other provisions of state or federal law require us to be.

### **How We Pay Claims When We Are Primary**

When we are the primary plan, we will pay the benefits in accordance with the terms of your contract, just as if you had no other health care coverage under any other plan.

### **When is Vantage Secondary**

We will be secondary whenever the rules do not require us to be primary.

### **How We Pay Claims When We Are Secondary**

When we are the secondary plan, we do not pay until after the primary plan has paid its benefits. We will then pay part or all of the allowable expenses left unpaid, as explained below. An “allowable expense” is a health care service or expense covered by one of the plans, including copayments, coinsurance and deductibles.

- If there is a difference between the amount the plans allow, we will base our payment on the higher amount. However, if the primary plan has a contract with the provider, our combined payments will not be more than the contract calls for. Health maintenance organizations (HMOs) and preferred provider organizations (PPOs) usually have contracts with their providers.
- We will determine our payment by subtracting the amount the primary plan paid from the amount we would have paid if we had been primary. We will use any savings to pay the balance of any unpaid allowable expenses covered by either plan.
- If the primary plan covers similar kinds of health care expenses, but allows expenses that we do not cover, we will pay for those items as long as there is a balance in your benefit reserve, as explained below.
- We will not pay an amount the primary plan did not cover because you did not follow its rules and procedures. For example, if your plan has reduced its benefit because you did not obtain pre-certification, as required by that plan, we will not pay the amount of the reduction, because it is not an allowable expense.

#### **Benefit Reserve**

- When we are secondary we often will pay less than we would have paid if we had been primary. Each time we "save" by paying less, we will put that savings into a benefit reserve. Each family member covered by this plan has a separate benefit reserve. We use the benefit reserve to pay allowable expenses that are covered only partially by both plans. To obtain a reimbursement, you must show us what the primary plan has paid so we can calculate the savings. To make sure you receive the full benefit or coordination, you should submit all claims to each of your plans. Savings can build up in your reserve for one year. At the end of the year any balance is erased, and a fresh benefit reserve begins for each person the next year as soon as there are savings on their claims.

#### **Questions about Coordination of Benefits?**

Contact Your State Insurance Department.

#### **RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION**

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under This plan and other Plans. Vantage may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This plan and other Plans covering the person claiming benefits. Vantage need not tell, or get the consent of, any person to do this. Each person claiming benefits under This plan must give Vantage any facts it needs to apply those rules and determine benefits payable.

Please see the Coordination of Benefits Notice located at Appendix C- Explanation for Secondary Plans on the Purpose and Use of the Benefit Reserve on the LDI website under the following link: <http://www.ldi.la.gov/consumers/resources-publications/consumer-publications>. You may also request that a Coordination of Benefits Notice be mailed to you by contacting Member Services at (844) 833-7505.

#### **FACILITY OF PAYMENT**

A payment made under another Plan may include an amount that should have been paid under This plan. If it does, Vantage may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This plan. Vantage will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means the reasonable cash value of the benefits provided in the form of services.

#### **RIGHT OF RECOVERY**

If the amount of the payments made by Vantage is more than it should have paid under this COB provision, it may recover the excess from one or more of the persons it has paid or for whom it has paid; or any other person or organization that may be responsible for the benefits or services provided for the covered person. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

## **SECTION X: SUBROGATION**

### **Recovery of the Cost of Benefits**

If a Member is injured or becomes ill through the act of another person or entity and Vantage provides benefits for the injury or Illness, Member is entitled to benefits under this Plan and Vantage shall have the right under this Plan to repayment of the cost of any and all benefits paid on behalf of the Member that are associated with the injury or Illness for which the other person or entity is liable.

### **Subrogation**

Subrogation means that Vantage can regain by legal action, if necessary, the cost of benefits paid by Vantage from any person or entity against whom the Member may have a claim. Subrogation will result in savings for the benefit of all Vantage Plan Members because the cost of treatment for sickness or injury will be paid by the persons or entities that are legally responsible for such payment. To the extent that benefits are provided under this Plan, Vantage shall be subrogated to all rights of recovery which Member may acquire against any other party for the recovery of the amount paid under this Plan. However, Vantage's right of subrogation is secondary to the right of the Member to be fully compensated for his damages as permitted under applicable state and federal law. At Vantage's request, the Member shall provide the information needed (as determined by Vantage) to secure and protect Vantage's subrogation rights. The Member also has an obligation to execute and deliver any documentation Vantage deems necessary to secure and protect its subrogation rights. The Member further agrees to cooperate with Vantage and/or representatives of Vantage, including its attorneys, in completing any forms and in giving such documentation and information surrounding any Accident or incident the Member was involved in, as Vantage or its representatives deem necessary to fully investigate the Accident or incident. Vantage agrees to pay its portion of the Member's attorney's fees or other costs associated with a claim or lawsuit to the extent Vantage recovers any portion of the benefits paid under this Plan pursuant to Vantage's right of subrogation. Members also have the following obligations under this subrogation provision:

- To notify Vantage within thirty (30) days of any event which could result in legal action, a claim by or against a third party, or a claim against the Member's own insurance. If the Member is in an automobile accident, he/she should contact Vantage within five (5) business days to coordinate the payment of the Member's claims. Vantage shall pay claims related to the Member's injury and shall be reimbursed by any and all available insurance policies covering the responsible party(ies).
- To seek recovery from the responsible person or entity (or his/her/its insurer) of all amounts in connection with benefits paid by Vantage under this Plan and to notify Vantage within five (5) business days of any such actions taken by the Member.
- To refrain from any action or inaction which would delay, impair, prejudice, discharge or otherwise compromise Vantage's rights of subrogation, which would include, but not be limited to accepting any settlement offer from any responsible person or entity (or his/her/its insurer) without the prior written consent of Vantage.
- To fully cooperate and assist Vantage, as is deemed necessary by Vantage, to enforce Vantage's rights of subrogation. This obligation to assist Vantage will apply to Member's legal representatives, agents, and attorneys.
- To notify Vantage of and pay to Vantage any amounts received by the Member or Member's legal representatives, agents, or attorneys to the extent of the cost of the benefits provided by Vantage to which Vantage is entitled to because of its rights of subrogation.

### **Reimbursement**

Vantage has the right to be reimbursed by its Members the cost of any and all benefits that were paid by Vantage that are associated with the Member's injury or Illness caused by another person or entity. This right of reimbursement will apply where Vantage has paid benefits and the Member and/or the Member's representative has been reimbursed any amounts by another person or entity or by any other source as set forth below. If a Member, or any other person or entity on the Member's behalf, that has been paid, does

not properly refund the full amount to Vantage for the cost of benefits paid by Vantage, Vantage may reduce the amount of any future benefits that are payable for the Member under this Plan. Vantage's right of reimbursement to a Member is limited, however, to the extent of the actual cost of the benefits provided by Vantage.

#### **Lien**

Vantage, by paying any benefits under this Plan, is granted a lien on the proceeds of any settlement, judgment or other payment received by the Member. The Member hereby consents to Vantage's lien and agrees to take whatever steps are necessary to assist Vantage in securing and protecting its lien.

#### **Assignment**

Vantage, by the payment of any benefits under this Plan, is granted an assignment of the proceeds of any settlement, judgment or other payment received by the Member or Member's representatives, agents or attorneys to the extent of the benefits paid. By accepting benefits hereunder, the Member consents to Vantage's assignment and authorizes and directs his or her attorney, personal representative or any insurance company to directly reimburse Vantage or its designee to the extent of the cost of the benefits paid. Any such assignment is effective and binding upon the Member's attorney, personal representative or any insurance company upon notice of this provision.

#### **Participating Providers' Subrogation Rights**

Participating Providers have a contractual right to pursue third parties for the full recovery of the cost of the medical services rendered to Member in lieu of submitting claims to Vantage for payment. In such an instance, and with the written consent of the Member, Participating Providers may request appropriate information from the Member regarding the third parties responsible for the injury or Illness of the Member, and the Member shall cooperate in providing this information to Participating Providers. Participating Providers who elect to pursue third parties for a recovery shall not, under any circumstances submit their claims to Vantage for payment, but may only pursue the third parties for recovery. In such an event, and if full recovery is not made by the Participating Providers, the Member understands that he or she may have a further financial responsibility to Participating Providers for the cost of medical services not recovered from the third parties.

#### **Other Vantage Rights**

The subrogation and reimbursement rights of Vantage, including the foregoing right of assignment, is applicable to any recoveries made by, or on behalf of, the Member as a result of the injuries or Illnesses sustained including, but not limited to, the following sources:

- Payments made directly by the tortfeasor or any insurance company on behalf of the tortfeasor or any other payments on behalf of the tortfeasor.
- Any payments, settlements, judgment or arbitration awards paid by any insurance company under an uninsured or underinsured motorists coverage policy, whether on behalf of a Member or other person.
- Any workers' compensation award or settlement.
- Medical payments coverage under any automobile insurance policy.
- Premises or homeowner's insurance coverage including premises or homeowner's medical payments coverage.
- Any other payments from any other source designed or intended to compensate a Member for injuries sustained as a result of negligence or alleged negligence of any person or entity.

Vantage's right to recover, whether by subrogation or reimbursement, shall also apply to the Member's Dependents and minor children, whether or not adjudged incompetent or disabled, heirs, and any settlement or recovery attributable thereto.

To the extent not preempted by federal law, Vantage will not attempt to subrogate until the Member is made whole and Vantage will pay its portion of attorney's fees therewith. In connection therewith, the

Member has the obligation of establishing whether he/she has been made whole. No Member shall enter into any type of settlement, which specifically reduces or excludes, or attempts to reduce or exclude, the cost of benefits provided by Vantage. Vantage's recovery rights shall not be defeated or impaired in any respect by an allocation of settlement proceeds exclusively to non-medical expense damages. Further, no Member shall incur any expenses on behalf of Vantage in pursuit of Vantage's rights hereunder.

Vantage shall recover the full amount of benefits provided under this Plan without regard to any claim of fault on the part of any Member, whether by comparative negligence or otherwise. Benefits payable by Vantage under this Plan are secondary to any coverage under no fault or similar insurance.

In the event that a Member fails or refuses to comply with the terms of this Plan and, specifically, the provisions of this Section X, the Member shall reimburse Vantage for any and all costs and expenses including attorney fees incurred by Vantage in enforcing its rights hereunder. If a Member, or any other person or entity on the Member's behalf, that has been paid, does not properly refund the full amount to Vantage for the cost of benefits paid by Vantage, Vantage may reduce the amount of any future benefits that are payable for the Member under this Plan. Further, the failure of any Member to comply and/or assist Vantage with its subrogation rights may result in termination of the Member's participation in this Plan and the Member shall be responsible for the cost of all benefits and services paid by Vantage related to the injury. It is specifically recognized that this Plan and the rights of Vantage and its Members are governed by ERISA, unless otherwise exempted.

The Member acknowledges and agrees that the use of this policy of health insurance is subject to the terms and conditions set forth in the policy's Certificate of Coverage including, but not limited to, Vantage's right to subrogation.

## SECTION XI: APPEAL & GRIEVANCE PROCEDURES

Vantage recognizes its responsibility to provide Members with adequate methods to make inquiries and express concerns regarding Vantage or a Health Care Provider. Members are encouraged to contact Vantage's Member Service department for assistance with complaints or suggestions concerning the Plan.

As a Member of this Plan, you have the right to file a complaint if you have concerns related to:

- (a) Availability, delivery, or quality of health care services, including a complaint regarding an Adverse Determination made by Vantage's Utilization Review procedures;
- (b) Claims payment, handling, or reimbursement for health care services; or
- (c) Matters pertaining to your contract with Vantage.

Members also have the right to notices of the decisions rendered on claims and Appeals to be provided in a culturally and linguistically appropriate manner, of available internal and external Appeals processes and the availability of the Louisiana Department of Insurance to assist with the Appeals process. You have the right, upon request and free of charge, to review and have copies of all documents relevant to the claim for benefits and to submit comments and documents relating to the claim, without regard to whether that information was submitted or considered in the initial benefit determination, and to receive continued coverage pending the outcome of the Appeals process where required by applicable law of the Plan.

Vantage considers a **Grievance** to be the type of complaint you file if you have any *concerns* related to the quality of care or services received from Vantage or a Health Care Provider. *Examples of a Grievance:*

- (a) Unpleasant attitudes or behavior at a Health Care Provider;
- (b) Lengthy wait times in a Health Care Provider's facility;
- (c) Difficulty scheduling an appointment or contacting a Health Care Provider;
- (d) Complaints that a procedure or item during a course of treatment did not meet accepted standards for delivery of health care; or
- (e) Concerns or difficulty when contacting Vantage or communicating with a Vantage employee.

Members always have the right to file a Grievance with the Louisiana Department of Insurance.

An **Appeal** is the type of complaint you file when you want Vantage to reconsider an *Adverse Determination* made by Vantage. *Examples of an Appeal:*

- (a) A determination that a request for a benefit does not meet Vantage's requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness or is determined to be experimental or investigational and the requested benefit is therefore denied, reduced, or terminated or payment is not provided or made, in whole or in part, for the benefit.
- (b) Vantage's denial, reduction, termination, or failure to provide or make payment, in whole or in part, for a benefit due to your eligibility to participate in our Plan.
- (c) Any pre-service or post-service review where Vantage denies, reduces, or terminates or fails to provide or make payment, in whole or in part for a benefit.
- (d) A Rescission of coverage determination, meaning if Vantage cancels or discontinues coverage after services have already been provided, except for circumstances when coverage is terminated due to a failure to timely pay your required premiums or contributions towards the cost of coverage.

### APPEAL AND GRIEVANCE PROCEDURES

Any Member that wishes to file an Appeal or Grievance should call Vantage's Member Service department. Member Services is available Monday through Friday from 8:00 a.m. to 6:00 p.m. by calling toll-free (844) 833-7505.

The Vantage Member Services Representative will review the situation and can often resolve the complaint during the call. If the Member's complaint is resolved, a report of the communication, description of the findings, and the resolution or actions taken will be placed in the Member's file.

If the Member Services Representative is unable to resolve the complaint to the Member's satisfaction, the Member may file a formal Appeal or Grievance.

### **First Level Internal Review**

Members may file a formal Appeal or Grievance for further review of a complaint. A formal Appeal or Grievance must be submitted within **one hundred eighty (180) days** from the date of the initial decision. Written requests for review can be faxed, mailed or hand-delivered to:

Vantage Health Plan, Inc.  
Attn: Appeals and Grievances  
130 DeSiard Street, Suite 300  
Monroe, LA 71201  
Grievance Fax: 318-361-2159  
Standard Appeal Fax: 318-361-2181  
Expedited Request Fax: 318-361-2170

Please include the following:

- Member's name, address and Member identification number
- A summary of the reason for the review
- A description of the solution desired by the Member
- Signature of the Member or Authorized Representative

The letter will be forwarded to the Vantage Medical Director and will be adjudicated in a manner designed to ensure independence and impartiality without regard to the initial denial. The Medical Director will review the letter and information related to the complaint. If any evidence generated by Vantage is utilized in connection with the review to which the Member does not have access, Vantage will, if needed, make that information available to the Member and allow Members, upon request and free of charge to review and have copies of all documents relevant to the claim for benefits and to submit comments and documents relating to the claim, without regard to whether that information was submitted or considered in the initial benefit determination, prior to a decision being rendered. The Medical Director will determine the resolution for the complaint and respond in writing to the Member within fifteen (15) days from the date of receipt of pre-service requests and within thirty (30) days from the date of receipt, or as allowed by law.

### **Second Level Review (Voluntary Level)**

#### **Appeals**

Should the Member decline to accept an adverse First Level Internal decision of his/her Appeal, the Member may request a second level voluntary review in writing. The Second Level Review is voluntary, meaning that the Member may choose to request an External Review after receipt of determination of the First Level Internal Decision. The Member must file a formal written request to the Appeals Committee within **thirty (30) days** of the adverse First Level Internal review decision. This can be faxed, mailed or hand-delivered.

The Appeals Committee will review all the information submitted by the Member. The Member will be notified in writing of the Appeals Committee decision within fifteen (15) days from the date of receipt of pre-service requests and within thirty (30) days from the date of receipt of post-service requests.

#### **Grievances**

Vantage's Member Services department includes a Grievances team for Grievance research, responses, analytics and trends, which also serves as a resource for areas of improvement.

Grievance experiences are reviewed within Member Services and rarely require additional reviews. However, in the event that a Second Level Review is necessary, the Director of Member Services and other involved Vantage personnel shall review a Grievance to ensure appropriate actions and responses were provided to the Member.

Grievances may also be submitted to the Office of Consumer Services of the Louisiana Department of Insurance. Contact information is as follows:

Louisiana Department of Insurance  
Office of Consumer Services  
P.O. Box 94214  
Baton Rouge, LA 70804-9214  
Phone: (225) 219-0619 or (800) 259-5300  
[www.ldi.la.gov](http://www.ldi.la.gov)

### **Expedited Review**

If a complaint involves an urgent care request, a Member or Authorized Representative may request a first or second level review orally or in writing. An urgent care request is one that should not be handled in the standard process because it could seriously jeopardize a Member's life or health or ability to regain maximum function. Or, would in the opinion of a Physician with knowledge of a Member's medical condition, subject the Member to severe pain that cannot be adequately managed without the health care service or treatment that is the subject of a Member's request. All requests for urgent care submitted on a Member's behalf will be considered urgent and will be handled as soon as possible, taking into account a Member's medical situation, but in no case later than **seventy-two (72) hours** from receipt of the expedited review request.

### **Standard External Review**

For matters involving an issue of Medical Necessity, appropriateness, health care setting, level of care, effectiveness or a Rescission of coverage, Members have the right for external review. This includes matters involving health care service or treatment determined to be experimental or investigational. Within **one hundred eighty (180) calendar days** from the receipt of a notice of an Adverse Determination or Final Adverse Determination, a Member or Authorized Representative may request an external review, regardless of the claim amount. Also, an external review may be requested if Vantage has not issued a decision within thirty (30) days following the filing date of an initial Grievance or Appeal with Vantage, provided the Member has not requested or agreed to a delay. You or your Authorized Representative can send a request for an external review by mail to:

Vantage Health Plan, Inc.  
Attn: External Appeal Review Request  
130 DeSiard Street, Suite 300  
Monroe, LA 71201  
Phone: 1-888-823-1910  
Fax: 1-318-361-2170

Within five (5) business days following the date of receipt of the external review request from the Member or Authorized Representative, Vantage will complete a preliminary review to determine whether the request is eligible for external review, based upon Louisiana RS 22:2436 (B). Within these five (5) days, Vantage will notify the Commissioner of Insurance, the Member and Authorized Representative, if applicable, that the request is complete and eligible for external review.

Should the request not be complete or is not eligible for external review, Vantage will provide written notification to the Member and Authorized Representative outlining the additional information needed or reasons for its ineligibility. Decisions regarding ineligibility may be appealed to the Commissioner of Insurance. The Commissioner may determine that a request is eligible for external review. If so, the

Commissioner will notify Vantage and the Member or his Authorized Representative, if applicable, of this determination regarding eligibility within five (5) business days of the receipt of the request from the Member.

Once a case has been determined to be eligible for external review, Vantage will proceed with the following Independent Review Organization (IRO) process:

- (1) Vantage will submit a request for assignment of an IRO by the Department of Insurance.
- (2) The Commissioner will randomly assign an IRO from the list of approved IRO's compiled and maintained by the Commissioner to conduct the external review and will notify Vantage of the assigned IRO.
- (3) Within one (1) business day, the Commissioner will send written notice to the Member and, if applicable, his Authorized Representative, of the request's eligibility and acceptance for external review and the identity and contact information of the assigned IRO. The Commissioner will include in the notice that the Member or Authorized Representative may submit additional information in writing to the assigned IRO within five (5) days of receipt of the notice of assignment.
- (4) Vantage must provide to the IRO within five (5) business days the documents and any information considered in making the Adverse Determination or Final Adverse Determination.

The IRO will have **forty-five (45) days** after receipt of the request for an external review to issue a written notice of its decision to the Member; the Member's Authorized Representative, if applicable; Vantage and the Commissioner. If the decision is favorable for the Member, Vantage will immediately approve the coverage or payment that was the subject of the review.

### **Expedited External Review**

An expedited external review is available to Members in either of the following scenarios:

1. An Adverse Determination issued and the Adverse Determination (a) involves a medical condition for which the time for completion of an expedited internal review of a Grievance involving Adverse Determination would seriously jeopardize the life or health of the Member or would jeopardize the Member's ability to regain maximum function and (b) the Member has simultaneously filed request for expedited internal Appeal of the Adverse Determination.
2. A Final Adverse Determination is issued and the Final Adverse Determination (a) involves medical condition for which the time for completion of Standard External Review of the Final Adverse Determination would seriously jeopardize the life or health of the Member or would jeopardize the Member's ability to regain maximum function OR (b) concerns a service/treatment for Emergency services and Member has not been discharged from facility.

The same process will be followed as outlined in the Standard External Review process; however, the time frames outlined will be changed to immediately and as expeditiously as the Member's medical condition or circumstances require. Upon receipt of an expedited external review request, Vantage will determine eligibility for review and then forward the request to LDI within twenty-four (24) hours. LDI shall then assign the review request to an LDI-appointed IRO for a coverage determination. The coverage determination must be made by the IRO within seventy-two (72) hours of LDI's appointment of the review request. If the notification is provided orally and not in writing, within forty-eight (48) hours after the date of providing the notice, the IRO will provide written confirmation of the decision. If the decision is favorable to the Member, Vantage will approve the coverage that was subject of the review.

### **Formulary Exception Requests**

For matters involving a denial of an exception request for a non-formulary Drug, Members have the right for external review. This exception process applies to Drugs that are not included on Vantage's formulary drug list and this process is distinct from the above external review process for Drugs that are included on

the formulary drug list. Within **one hundred and eighty (180) days** from the receipt of a notice of an Adverse Determination, a Member or Authorized Representative may request an external review. After one hundred and eighty (180) days, you do not have the right to file an Appeal. You or your Authorized Representative can send a request for an external review by mail to:

Vantage Health Plan, Inc.  
Attn: External Appeal Review Request  
130 DeSiard Street, Suite 300  
Monroe, LA 71201  
Fax: 1-318-361-2170  
Phone: 1-888-823-1910

If you request it, an Appeal will be conducted by an Independent Review Organization (IRO). An IRO is not connected in any way with Vantage. Vantage must go along with the IRO's decision and carry out its instructions. Members are not required to bear costs of the IRO, including any filing fees. If your claim is not eligible for independent external review you will receive a denial notification and further information on your Appeal rights to the Commissioner of Insurance. If you request an external review, an independent organization will review our decision and provide you with a determination no later than seventy-two (72) hours for standard review or twenty-four (24) hours for expedited reviews after receipt of information sufficient to begin the review. If this organization decides to overturn our decision, we will provide coverage or payment for your Drug.

The prescribing Physician or other prescriber should support the request by including an oral or written statement that provides justification supporting the need for the non-formulary Drug to treat your condition, including a statement that all covered formulary Drugs on any tier will be or have been ineffective, would not be as effective as the non-formulary Drug, or would have adverse effects.

You have the right to request an expedited external review based on urgent circumstances. Urgent circumstances exist when you are suffering from a serious health condition that may seriously jeopardize your life, health, or ability to regain maximum function, or when you are undergoing a current course of treatment using a non-formulary Drug.

Once your external review is initiated, you will receive instructions on how to supply additional information. You are entitled to receive, upon request and at no additional cost, reasonable access to and copies of all documents relevant to the Appeal including new or additional evidence. You may also obtain a copy (free of charge) upon request, of the actual benefit provision, guideline, protocol or other similar criterion on which the denial decision was based.

**Per Louisiana RS 22:2437, an expedited external review will not be provided for retrospective Adverse Determinations in which services have already been provided to a Member.**

**External Review decisions are binding on Vantage and the Member except to the extent that other remedies are available under applicable federal or state law.**

**DUPLICATE REQUESTS TO APPEAL THE SAME CLAIM, SERVICE, ISSUE, OR DATE OF SERVICE WILL NOT BE CONSIDERED.**

## **SECTION XII: WHCRA NOTICE**

Pursuant to La. R.S. 22:1077.1, Vantage shall cover annual preventive cancer screenings for a Member who was previously diagnosed with breast cancer, completed treatment for breast cancer, underwent a bilateral mastectomy, and was subsequently determined to be clear of cancer.

### **Women's Health and Cancer Rights Act of 1998 Notice**

For Members receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending Physician and the patient.

Breast reconstruction includes all stages of reconstruction of the breast on which a mastectomy has been performed and on the other breast to produce a symmetrical appearance, including but not limited to:

- ▶ liposuction performed for transfer to a reconstructed breast or to repair a donor site deformity,
- ▶ tattooing the areola of the breast,
- ▶ surgical adjustments of the non-mastectomized breast,
- ▶ unforeseen medical complications which may require additional reconstruction in the future,
- ▶ prostheses and physical complications, including but not limited to lymphedemas, and
- ▶ multilayer compression bandaging systems and custom or standard-fit gradient compression garments for the treatment of lymphedema.

These benefits are subject to authorizations, Deductibles and/or Co-insurance that are applicable to your medical benefits provided under this Plan.

Vantage Health Plan, Inc. is a Louisiana domiciled HMO subject to licensing and regulatory requirements of the Louisiana Department of Insurance and the laws of the State of Louisiana. If you would like more information on WHCRA benefits, call the Vantage Member Services department toll-free at (844) 833-7505.

## **SECTION XIII: HIPAA NOTICE**

**This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.**

At Vantage Health Plan, Inc. (Vantage), we respect the confidentiality of your health information and will protect it in a responsible and professional manner. We consider this information private and confidential and have policies and procedures in place to protect the information against unlawful use and disclosure.

This notice describes what types of information we collect, explains when and to whom we may disclose it, and provides you with additional important information. Vantage is allowed by law to use and disclose your health information to carry out the operations of our business, for treatment, and for payment of services. We are required by law to maintain the privacy of your health information, to provide you with this notice, and abide by the notice in effect. It also informs you of your rights with respect to your health information and how you can exercise those rights.

### **What is Protected Health Information or PHI?**

When we talk about “information” or “health information” in this notice we mean Protected Health Information or PHI. PHI is information, including Genetic Information, that identifies an individual enrolled in a Vantage benefit Plan. It relates to the person’s participation in the Plan, the person’s past, present or future physical or mental health or condition, the provision of health care to that person, or the past, present or future payment for the provision of health care to that person. It does not include publicly available information, or information that is available or reported in a summarized fashion that does not identify any individual person.

### **What types of personal information does Vantage collect?**

Like all health benefits companies, we collect the following types of information about you and your Dependents:

- Information we receive directly or indirectly from you through applications, surveys, or other forms, in writing, in person, by telephone, or electronically, including our website (e.g., name, address, social security number, date of birth, marital status, Dependent information, employment information, medical history).
- Information about your relationship and transactions with us, our affiliates, our Providers, our agents, and others (e.g., health care claims and encounters, medical history, eligibility information, payment information, service request, and Appeal and Grievance information).

### **How does Vantage protect this information?**

Vantage has policies that limit internal and external sharing of PHI to only persons who have a need for it to provide benefit services to you and your Dependents. We maintain physical, electronic and procedural safeguards to protect PHI against unauthorized access and use. For example, access to our facilities is limited to authorized personnel and we protect information electronically through a variety of technical tools. We also have a Privacy Committee, which has overall responsibility for the development, implementation, training, oversight and enforcement of policies and procedures to safeguard PHI against inappropriate access, use and disclosure, consistent with applicable law. If there is a breach of unsecured PHI, we will notify you.

### **How may Vantage use or share your information?**

To effectively operate your health benefit plan, Vantage may use and share PHI about you to:

- Perform our duties pursuant to our certificate of insurance, which may involve claims review and payment or denial; Coordination of Benefits; Utilization Review; Medical Necessity review; coordination of care; response to Member inquiries or requests for services; conduct of Grievance, Appeals, and external review programs; benefits and program analysis and reporting; risk

management; detection and investigation of fraud and other unlawful conduct; auditing; administration and coordination of reinsurance contracts.

- Operate preventive health programs, disease early detection programs, disease management programs and case management programs in which we or our affiliates or contractors send educational materials and screening reminders to eligible Members and Providers; perform health risk assessments; identify and contact Members who may benefit from participation in disease or case management programs; and send relevant information to those Members who enroll in the programs, and their Providers.
- Conduct quality improvement activities, such as the credentialing of Participating network Providers; and accreditation by the National Committee for Quality Assurance (NCQA), Centers for Medicare & Medicaid Services (CMS), and/or other independent organizations, where applicable.
- Conduct performance measurement and outcomes assessment; health claims analysis and reporting.
- Provide data to outside contractors who help us conduct our business operations. **We will not share your PHI with these outside contractors unless they agree in writing to keep it protected.**
- Manage data and information systems.
- Perform mandatory licensing, regulatory compliance/reporting, and public health activities; responding to requests for information from regulatory authorities, responding to government agency or court subpoenas and/or orders as required by law, reporting suspected or actual fraud or other criminal activity; conducting litigation, arbitration, or similar dispute resolution proceedings; and performing third-party liability and subrogation activities.
- Change policies or contracts from and to other insurers, HMOs, or third party administrators.

We consider the activities described above as essential for the operation of our health Plan. For example, Vantage may feature:

- Cancer screening reminder programs that promote early detection of breast, ovarian, and colorectal cancer, when these illnesses are most treatable.
- Disease management programs that help Members work with their Physicians to effectively manage Chronic conditions like asthma, diabetes, and heart disease to improve quality of life and avoid preventable emergencies and hospitalizations.
- Quality assessment programs that help us review and improve the services we provide.
- A variety of outreach programs that help us educate Members about the programs and services that are available to them, and let Members know how they can make the most of their health benefits.

There are also state and federal laws that may require us to release your health information to others. We may be required to provide information as follows:

- To state and federal agencies that regulate us such as the US Department of Health and Human Services and the Louisiana Department of Insurance.
- For public health activities. For example, we may report information to the Food and Drug Administration for investigating or tracking of Prescription Drug and medical device issues or problems.
- To public health agencies if we believe there is a serious health or safety threat.
- With a health oversight agency for certain oversight activities (for example, audits, inspections, licensure, and disciplinary actions).
- To a court or administrative agency (for example, pursuant to a court order, search warrant or subpoena).
- For law enforcement purposes. For example, we may give information to a law enforcement official for purposes of identifying or locating a suspect, fugitive, material witness or missing person.
- To a government authority regarding child abuse, abuse of the elderly or infirm, neglect or domestic violence.
- To a coroner or medical examiner to identify a deceased person, determine a cause of death, or as authorized by law. We may also share information with funeral directors as necessary to carry out their duties.
- For procurement, banking or transplantation of organs, eyes or tissue.

- To specialized government functions, such as military and veteran activities, national security and intelligence activities, and the protective services for the President and others.
- For on the job-related injuries because of requirements of state worker compensation laws.

Vantage does not share PHI for any purpose other than those listed above. If one of the above reasons does not apply, **we must get your written authorization to use or disclose your health information.** In the event that you are unable to provide the authorization (for example, if the Member is medically unable to give consent), we accept authorization from any person legally authorized to give consent on behalf of the Member, such as a parent or guardian. If you give us written authorization and change your mind you may revoke your written authorization at any time.

### **What are your rights?**

The following are your rights with respect to your PHI. If you would like to exercise any of these rights, please contact Vantage at the address or phone numbers listed at the end of this notice. We may require that you make your request in writing and will provide you with the appropriate forms.

***You have the right to inspect and/or obtain a copy or summary of information*** that Vantage maintains about you in your designated record set. A “designated record set” is a group of records maintained by or for Vantage that are your enrollment, payment, claims determination, and case or medical management records or a group of records, used in whole or in part, by Vantage to make decisions about you, such as Appeal and Grievance records. Provided the records are readily reproducible in an electronic format, we will make them available to you electronically. If not, we will work with you to provide the records in a mutually agreeable electronic format. If you prefer, a hard copy of the records will be provided. We may charge you a reasonable administrative fee for copying, postage or summary preparation depending on your specific request. If a fee is charged for records, it will not exceed our costs in responding to the request, in accordance with federal and state law.

*However, you do not have the right to inspect certain types of information and we cannot provide you with copies of the following information:*

- contained in psychotherapy notes;
- compiled in reasonable anticipation of, or for use in a civil, criminal, or administrative action or proceeding; or
- subject to certain federal laws governing biological products and clinical laboratories.

We will respond to your request no later than 30 days after we receive it. If we are unable to respond within 30 days, we may extend that time by no more than an additional 30 days. If we need this additional time, we will provide you with a written statement of the reasons for the delay and the date by which we will provide the information.

*Additionally, in certain other situations, we may deny your request to inspect or obtain a copy of your information. If we deny your request, we will notify you in writing and may provide you with a right to have the denial reviewed.*

***You have the right to ask us to amend information*** we maintain about you in your designated record set. We will require that your request be in writing and that you provide a reason for your request. We will respond to your request no later than 30 days after we receive it. If we are unable to act within 30 days, we may extend that time by no more than an additional 30 days. If we need to extend this time, we will notify you of the delay and the date by which we will complete action on your request.

If we make the amendment, we will notify you that it was made. In addition, we will provide the amendment to any person that we know has received your health information. We will also provide the amendment to other persons identified by you.

If we deny your request to amend, we will notify you in writing of the reason for the denial. The denial will explain your right to file a written statement of disagreement. We have a right to dispute your statement. However, you have the right to request that your written request, our written denial and your statement of disagreement be included with your information for any future disclosures.

**NOTE:** If you want to access or amend information about yourself, you should first go to your Provider (e.g., doctor, pharmacy, Hospital or other caregiver) that generated the original records, which may be more complete than any we may maintain.

**You have the right to receive an accounting of certain disclosures** of your information made by us during the six years prior to your request. Please note that we are not required to provide you with an accounting of the following information:

- Any information collected prior to April 14, 2003;
- Information disclosed or used for treatment, payment, and health care operations purposes;
- Information disclosed to you or pursuant to your authorization;
- Information that is incident to a use or disclosure otherwise permitted;
- Information disclosed for a facility's directory or to persons involved in your care or other notification purposes;
- Information disclosed for national security or intelligence purposes;
- Information disclosed to correctional institutions, law enforcement officials or health oversight agencies; or
- Information that was disclosed or used as part of a limited data set for research, public health, or health care operations purposes.

We will act on your request for an accounting within 30 days. We may need additional time to act on your request, and therefore may take up to an additional 30 days. If we need this additional time, we will notify you of the delay, the reason for the delay, and the date by which we will complete action on your request. Your first accounting will be free, and we will continue to provide to you one free accounting upon request every 12 months. However, if you request an additional accounting within 12 months of receiving your free accounting, we may charge you a fee. We will inform you in advance of the fee and provide you with an opportunity to withdraw or modify your request.

**You have the right to ask us to restrict** how we use or disclose your information for treatment, payment, or health care operations. You also have the right to ask us to restrict information that we have been asked to give to family members or to others who are involved in your health care or payment for your health care.

**You have the right to ask to receive confidential communications** of information, if you believe that you would be harmed if we send your information to your current mailing address. For example, in situations involving domestic disputes or violence, you can ask us to send the information by alternative means (for example by fax) or to an alternative address. We will try to accommodate a reasonable request made by you.

#### **What does Vantage Health Plan, Inc. do with Member PHI when the Member is no longer enrolled in a Vantage Plan?**

Vantage Health Plan, Inc. does not destroy PHI when individuals terminate their coverage. The information is necessary and used for many purposes as described in this document, even after the individual leaves a plan. However, the policies and procedures which protect that information against inappropriate use and disclosure apply regardless of the status of any individual Member. In many cases, PHI is subject to legal retention requirements, and after that requirement for record maintenance, PHI is destroyed in a confidential process.

### **Exercising your rights:**

- **You have a right to receive a copy of this notice upon request at any time.** We provide this notice to Members upon enrollment with Vantage. You can also view a copy of the notice on our website at [www.VantageHealthPlan.com](http://www.VantageHealthPlan.com). Should any of our privacy practices change, we reserve the right to change the terms of this notice and to make the new notice effective for all protected health information that we maintain. Once revised, we will provide the new notice to you and post it on our website.
- If you have any questions about this notice or about how we use or share information, please write to the Vantage Privacy Officer or contact the Vantage Member Services department at the address and phone numbers listed at the end of this notice.

If you are concerned that your privacy rights may have been violated, you may file a complaint with Vantage. You also have the right to complain to the Secretary of the U.S. Department of Health and Human Services. If you have any questions about the complaint process, including the address of the Secretary of Health and Human Services, please write to Vantage's Privacy Officer or contact Vantage's Member Services department at the address and phone numbers listed at the end of this notice.

**Vantage will not take any action against you for filing a complaint. This notice is effective April 14, 2003. Contact Information for Questions or Complaints Regarding Privacy:**

#### **Mailing Address**

Vantage Health Plan, Inc.  
ATTENTION: Privacy Officer  
130 DeSiard Street, Suite 300  
Monroe, LA 71201  
E-mail: [Privacy.Officer@vhpla.com](mailto:Privacy.Officer@vhpla.com)

#### **Questions**

Member Services Department  
(844) 833-7505

## **SECTION XIV: LLHIGA SUMMARY**

### **Summary of the Louisiana Life and Health Insurance Guaranty Association Law and Notice Concerning Coverage Limitations and Exclusions**

Residents of Louisiana who purchase life insurance, annuities, or health insurance should know that the insurance companies licensed in this state to write these types of insurance are required by law to be members of the Louisiana Life and Health Insurance Guaranty Association (LLHIGA). The purpose of LLHIGA is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this happens, LLHIGA will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state, and in some cases, to keep coverage in force. However, the valuable extra protection provided by these insurers through LLHIGA is limited. As noted in the disclaimer below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

#### **Disclaimer**

The Louisiana Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies if the insurer becomes impaired or insolvent. *COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY.* Even if coverage is provided, there are significant limits and exclusions. Coverage is generally conditioned upon residence in this state. Other conditions may also preclude coverage.

Insurance companies and insurance agents are prohibited by law from using the existence of the association or its coverage to sell you an insurance policy.

You should not rely on the availability of coverage under the Louisiana Life and Health Insurance Guaranty Association when selecting an insurer.

The Louisiana Life and Health Insurance Guaranty Association or the Department of Insurance will respond to any questions you may have which are not answered by this document.

**LLHIGA**  
P.O. Box 3337  
Baton Rouge, LA 70821

**Department of Insurance**  
P.O. Box 94214  
Baton Rouge, LA 70804-9214

The state law that provides for this safety-net coverage is called the Louisiana Life and Health Insurance Guaranty Association Law (the law), and is set forth at R.S. 22:2081 *et seq.* The following is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change any person's rights or obligations under the law or the rights or obligations of LLHIGA.

#### **Coverage**

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and hold a direct non-group life, health, or annuity policy or contract, a certificate under a direct group policy or contract for a supplemental contract to any of these, or an unallocated annuity contract, issued by an insurer authorized to conduct business in Louisiana. The beneficiaries, payees or assignees of insured persons may also be protected as well even if they live in another state unless they are afforded coverage by the guaranty association of another state, or other circumstances described under the law are applicable.

#### **Exclusions from Coverage**

A person who holds a direct non-group life, health, or annuity policy or contract, a certificate under a direct group policy or contract for a supplemental contract to any of these, or an unallocated annuity contract is not protected by LLHIGA if:

- (1) He is eligible for protection under the laws of another state (This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.);
- (2) The insurer was not authorized to do business in this state;
- (3) His policy was issued by a profit or nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, an insurance exchange, an organization that issues charitable gift annuities as is defined in R.S. 22:952(A)(3), or any entity similar to any of these.

LLHIGA also does not provide coverage for:

- (1) Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- (2) Any policy of reinsurance (unless an assumption certificate was issued);
- (3) Interest rate or crediting rate yields, or similar factors employed in calculating changes in value, that exceed an average rate;
- (4) Dividends, premium refunds, or similar fees or allowances described under the Law;
- (5) Credits given in connection with the administration of a policy by a group contract holder;
- (6) Employers', associations' or similar entities' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them) or uninsured;
- (7) Unallocated annuity contracts (which give rights to group contract holders, not individuals), except unallocated annuity contracts and defined contribution government plans qualified under section 403(b) of the United States Internal Revenue Code (26 U.S.C. §403(b));
- (8) An obligation that does not arise under the express written terms of the policy or contract issued by the insurer to the policy owner or contract owner, including but not limited to, claims described under the law;
- (9) A policy or contract providing any hospital, medical, prescription drug or other health care benefits pursuant to "Medicare Part C coverage" or "Medicare Part D coverage" and any regulations issued pursuant to those parts;
- (10) Interest or other changes in value to be determined by the use of an index or other external references but which have not been credited to the policy or contract or as to which the policy or contract owner's rights are subject to forfeiture, as of the date the member insurer becomes an impaired or insolvent insurer, whichever is earlier.

### **Limits on Amounts of Coverage**

The Louisiana Life and Health Insurance Guaranty Association Law also limits the amount that LLHIGA is obligated to pay out. The benefits for which LLHIGA may become liable shall in no event exceed the lesser of the following:

- (1) LLHIGA cannot pay more than what the insurance company would owe under a policy or contract if it were not an impaired or an insolvent insurer.
- (2) For any one insured life, regardless of the number of policies or contracts there are with the same company, LLHIGA will pay a maximum of \$300,000 in life insurance death benefits, but not more than \$100,000 in net cash surrender and net cash withdrawal values for life insurance.
- (3) For any one insured life, regardless of the number of policies or contracts there are with the same company, LLHIGA will pay a maximum of \$500,000 in health insurance benefits, and LLHIGA will pay a maximum of \$250,000 in present value of annuities, including net cash surrender and net cash withdrawal values.

In no event, regardless of the number of policies and contracts there were with the same company, and no matter how many different types of coverages, LLHIGA shall not be liable to expend more than \$500,000 in the aggregate with respect to any one individual.



Vantage Health Plan is required by federal law to provide the following information.

## Nondiscrimination Notice

Vantage complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, sex, or any other legally protected characteristic. Vantage does not exclude, deny benefits to, or otherwise discriminate against any person on the basis of race, color, national origin, age, disability, sex, or any other legally protected characteristic.

Vantage provides free aids and services to people with disabilities to communicate effectively with us. Those services include qualified sign language interpreters and written information in other formats (large print, audio, accessible electronic formats, and other formats).

For people whose primary language is not English, Vantage provides free language translation services. Those services include qualified interpreters and information written in other languages. You can use Vantage's free language translation services by calling the "Members" phone number on the back of your Member ID card. For Members who are deaf or hard of hearing, please call for teletypewriter (TTY) services at (866) 524-5144.

If you believe that Vantage has failed to provide these services or has discriminated in another way on the basis of race, color, national origin, age, disability, sex, or any other legally protected characteristic, you can file a grievance with Vantage or the U.S. Dept. of Health and Human Services, Office for Civil Rights.

If you would like to file a complaint directly with Vantage, you can reach us in person, by mail, by fax, or by email at the addresses below:

Vantage Health Plan, Inc.  
Attention: Civil Rights Coordinator  
130 DeSiard Street, Suite 300  
Monroe, LA 71201  
Phone: (318) 998-2887, TTY (866) 524-5144  
Fax: (318) 361-2165  
Email: [civilrightscoordinator@vhpla.com](mailto:civilrightscoordinator@vhpla.com)

If you would like to file a complaint directly with the U.S. Dept. of Health and Human Services, Office for Civil Rights, you can contact them by mail, by phone, or by email at the addresses below:

U.S. Department of Health and Human Services  
200 Independence Avenue SW  
Room 509F, HHH Building  
Washington, DC 20201  
Phone: (800) 368-1019, (800) 537-7697 (TDD)  
Online Complaint Portal: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>  
Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

If you need help filing a grievance, our Civil Rights Coordinator is available to help at [civilrightscoordinator@vhpla.com](mailto:civilrightscoordinator@vhpla.com) or by phone at (318) 998-2887.

Vantage has adopted internal grievance procedures for providing prompt and equitable resolution of complaints alleging discrimination on the basis of race, color, national origin, sex, age, or disability. Any person who believes someone has been subjected to discrimination on the basis of race, color, national origin, sex, age, or disability, may file a grievance under Vantage's grievance procedure. It is against the law for Vantage to retaliate against anyone who opposes discrimination, files a grievance, or participates in the investigation of a grievance.

Depending on the type of grievance, a 60 day filing limit may apply. To learn more about Vantage's grievance procedure, you can call or email our Civil Rights Coordinator at the addresses above or you can visit our website at [www.vantagehealthplan.com/vhpnondiscriminationgrievanceprocedure](http://www.vantagehealthplan.com/vhpnondiscriminationgrievanceprocedure).

## Language Assistance

Vantage Health Plan is required by federal law to provide the following information.

If you, or someone you're helping, have questions about Vantage Health Plan, you have the right to get help and information in your preferred language at no cost. To talk with an interpreter, call Member Services, 866-704-0109 (TTY 866-524-5144).

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 866-704-0109 (TTY: 866-524-5144).

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 866-704-0109 (ATS: 866-524-5144).

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 866-704-0109 (TTY: 866-524-5144).

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 866-704-0109 (TTY : 866-524-5144)。

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية متوفّرة لك بالمجان. اتصل برقم 866-704-0109 (TTY: 866-524-5144).

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 866-704-0109 (TTY: 866-524-5144).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다.  
866-704-0109 (TTY: 866-524-5144) 번으로 전화해 주십시오.

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 866-704-0109 (TTY: 866-524-5144).

ໂປດຊາບ: ທ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການອ່ານເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ແຈ້ງຄ່າ, ດ້ວຍນີ້  
ພ້ອມໃຫ້ທ່ານ. ໂທຣ 866-704-0109 (TTY: 866-524-5144).

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。866-704-0109 (TTY: 866-524-5144) まで、お電話にてご連絡ください。

خبردار: اگر آپ اردو بولتے ہیں، تو آپ کو زبان کی مدد کی خدمات مفت میں دستیاب ہیں۔ کال  
کریں۔ 866-704-0109 (TTY: 866-524-5144)

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિઃશુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે.  
ફોન કરો 866-704-0109 (TTY: 866-524-5144).

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 866-704-0109 (TTY: 866-524-5144)

توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 866-704-0109 (TTY: 5144-524-866) تماس بگیرید.

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 866-704-0109 (телефон: 866-524-5144).

ເຮືອນ: ດ້ວຍຄວາມພຸດພາຍາໄໝທີ່ຄວາມສາມາດຮັບຮັດການໃຫ້ພົບການຂ່າຍແລ້ວທາງພາຍາໄໝໄດ້ພົບໄວ້ ໂທຣ 866-704-0109 (TTY: 866-524-5144).



#### **CORPORATE ADDRESS**

130 DeSiard Street, Suite 300

Monroe, LA 71201

Local Phone: (318) 361-0900

Toll-Free: (888) 823-1910

Fax: (318) 361-2159

#### **SHREVEPORT ADDRESS**

855 Pierremont Road, Suite 109

Shreveport, LA 71106

Phone: (318) 678-0008

Toll-Free: (888) 823-1910

Fax: (318) 361-2194

#### **BATON ROUGE ADDRESS**

5778 Essen Lane, Suite B

Baton Rouge, LA 70810

Phone: (225) 214-0880

Toll-Free: (888) 823-1910

#### **HAMMOND ADDRESS**

219 West Thomas Street

Hammond, LA 70401

Phone: (985) 402-7000

Toll-Free: (888) 823-1910